



Terms and Conditions

Spectrum Residential General Terms and Conditions of Service

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Subscriber ("Subscriber", "you" or "your") agrees to be bound by these Residential General Terms and Conditions of Service with respect to all residential services provided by Spectrum ("Services"), and by the additional terms of service and posted policies applicable to the Services to which you subscribe and posted at www.spectrum.com/policies and incorporated herein by reference (collectively referred to as "Terms of Service"). These Terms of Service also incorporate by reference Spectrum's Privacy Policy located at www.spectrum.com/privacy, which governs the collection, use and disclosure of Subscriber personal information. All references to "Spectrum" in these Terms of Service mean Charter Communications Operating, LLC, its parents, affiliates or subsidiaries providing Subscriber the Services, as well as third parties Spectrum may retain to provide the Services.

If Spectrum provides Spectrum Voice™ service in Subscriber's area, it will be provided through the Spectrum phone service affiliate servicing Subscriber's area.

These Terms of Service do not apply to services sold under the Spectrum Business brand.

THESE TERMS OF SERVICE CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST SPECTRUM MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER'S RIGHTS UNDER THESE TERMS OF SERVICE WITH RESPECT TO ALL SERVICES. SEE SECTION 30 FOR DETAILS ON THESE PROVISIONS.

1. Introduction

a. Acceptance. Subscriber accepts these Terms of Service by doing any of the following: (i) written or electronic signature; (ii) informing Spectrum electronically or orally of such acceptance; (iii) activating a Service, Equipment or Device; (iv) breaking the seal on any package or box containing any Equipment or Device; or (v) use of or payment for, in whole or in part, the Service, Equipment or Device.

This is a binding legal document and Subscriber should regularly consult www.spectrum.com/policies for updates.

b. Use of Services. Subscriber agrees that the Services will be used only for Subscriber's personal, residential, non-commercial purposes, unless otherwise specifically authorized by Spectrum in writing. You are prohibited from reselling or permitting another to resell the Services in whole or in part, or using or permitting another to use the Services, directly or indirectly, for any unlawful purpose or in violation of applicable law. Subscriber agrees and acknowledges that these Terms of Service apply to all persons who use the Services and that you shall have sole responsibility for ensuring that all other users of the Services understand and comply with the Terms of Service.

c. Amendments; Notices. To the fullest extent permitted under applicable law, Spectrum may in its sole discretion modify any aspect of the Services or these Terms of Service and will post such changes on www.spectrum.com/policies. Spectrum will provide written notice of any material changes to the Services or these Terms of Service at least 15 days in advance or any longer period required under applicable law by either: (i) sending via mail or hand delivery to Subscriber's address of record; (ii) e-mailing to Subscriber's e-mail of record; or (iii) including a message in your monthly billing statement. Subscriber agrees that any one of the foregoing methods of notice constitute sufficient and effective notice under these Terms of Service. If you disagree with a change to these Terms of Service, you have the right to cancel the Services; provided, that your continued use of the Services for more than 30 days after we deliver notice of a change will constitute your acceptance of the change.

2. Charges and Billing

a. Payment of Charges: Billing may commence on or after the earlier of (i) the activation of any Service or Device, or (ii) 8 days after either customer pickup or shipment by Spectrum of Equipment or Devices. Subscriber agrees to pay all charges associated with the Service, including, but not limited to, charges for installation, service calls, live-agent customer assistance, monthly subscription service, Equipment fees, measured and per-call charges, applicable federal, state, and local taxes and fees, fees to recoup any applicable municipal, state and federal government fees, permitted fees and cost recovery charges, including without limitation, 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 Services. If partial payment is made of any bill and without waiving its right to collect the full

balance owed, Spectrum will apply that payment to any outstanding charges in the amounts and proportions that it determines.

b. Monthly Subscription Services: Subject to restrictions under applicable law, if any, and without abrogating Section 5 - "Spectrum Refund Policy/30-Day Guarantee", Subscriber shall be responsible for the full monthly charge (without pro-ration) for those Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Service prior to the conclusion of the current monthly subscription service period, and for charges for per program, Pay Per View, On Demand, per event or program Video Services ordered or per unit or minute usage charges, or roaming used by the Subscriber or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Unless Subscriber cancels Service on or before the last day of the current monthly subscription service period, Subscriber will be charged in full for Services the next monthly subscription service period. The monthly subscription service period can be found in Subscriber's billing statement.

c. Disputed Charges/Late Payments: To the extent permitted under applicable law, if you disagree with a charge on your billing statement, you must contact Spectrum at 1-855-757-7328 no later than 60 days after the due date on your billing statement or you waive any such dispute. . Failure to pay charges by the due date on the billing statement (including checks returned for insufficient funds) may result in suspension or disconnection of all Services, the removal of all Equipment and/or imposition of a late payment or service charge. If Subscriber has more than one account (business and/or residential) served by Spectrum, all Spectrum-provided Services at all locations may be subject to suspension or disconnection of Service in the event any one account remains delinquent and Spectrum may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume Service after termination of Service, Spectrum may charge fees for installation, service calls and/or activation and reserves the right to charge rates different from those in place at the time of disconnect. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed.

d. No Credit Arrangements: Subscriber agrees and understands that by entering into the financial arrangement described herein, except to the limited extent Subscriber is purchasing a Device from Spectrum under an installment plan agreement ("Subscriber Purchased Device"), Spectrum is not extending Subscriber any credit and therefore Spectrum and Subscriber are not entering into a consumer credit or similar transaction. Sales of a Subscriber Purchased Device are final upon the earlier of (i) the effective date of any applicable installment plan agreement; or (ii) breaking the seal on any package or box containing a Device. Spectrum disclaims any and all responsibility for the returns, replacement, repair, or maintenance of such Device(s), with respect to which the Subscriber shall look exclusively to the manufacturer of such Device(s).

3. Electronic Payment Terms. Unless you subscribe to Spectrum's Mobile Service, you may elect to make a one-time payment to be applied against the balance of your monthly billing statement through an electronic funds transfer or a debit or credit card charge. You may also elect to pay the balance of your monthly billing statement on a recurring basis by enrolling in the Auto Pay Service (collectively, the Electronic Payment Services). Spectrum Mobile subscribers must enroll in the Auto Pay service as a condition to receiving Mobile Services.

a. One Time Pay Authorization: By electing the One Time Pay service, you authorize Charter to charge/debit the bank account, debit or credit card that you designated ("Payment Method") to make a one-time payment in the amount requested by you.

b. Auto Pay Authorization: By enrolling in the Auto Pay Service, Subscriber authorizes Spectrum to charge/debit electronically your Payment Method each month to pay the balance due on your account on the due date shown on your monthly bill statement. Spectrum will continue to charge/debit your Payment Method each month unless you cancel your authorization at least three (3) business days before the next scheduled payment date.

c. By using the Electronic Payment Services, you (i) represent that you are legally authorized user of the Payment Method and (ii) authorize Spectrum to store your Payment Method for future use. Subscriber is responsible for ensuring that the Payment Method information is current and accurate at all times. Subscriber must notify Spectrum of any change in the Payment Method at least three (3) business days before the scheduled due date shown on your monthly billing statement for the month in which you want to make the change. If the change is made after this time, the change will not take effect until the following billing cycle for your monthly billing statement. In the meantime, Subscriber will remain responsible for taking appropriate actions to ensure that your monthly billing statements are paid when due.

d. Spectrum will notify you prior to the payment due date. The amount shown as due on the monthly billing statement will constitute notice of any variance in amount paid in the previous month. The balance shown as due on your statement view will be deducted on or around the payment due date.

e. Subscriber has the right to revoke the recurring Auto Pay arrangement with Spectrum at any time, except for those services where Auto Pay is required. Any revocation of your authorization to pay amounts due through the Auto Pay service will not take effect until after receipt by Spectrum, and will result in the discontinuance of Auto Pay bill payment(s). After cancelation of Auto Pay bill payment, you will be responsible for taking appropriate action each month to pay all amounts due as set forth on your billing statement.

f. To get a copy a Subscriber's online Auto Pay confirmation for Subscriber's records, Subscriber must print or save such document to Subscriber's computer.

g. Subscriber must notify Spectrum of any change in account information or Payment Method. Subscriber can update account or Payment Method information on the My Spectrum application, or [Spectrum.net/myaccount](https://spectrum.net/myaccount), or while speaking with one of our service representatives. It may take at least one billing cycle to update your new Payment Method. In the meantime, you will remain solely responsible for taking appropriate actions to ensure that payments are made when due. The Electronic Payment Services are provided for personal, non-commercial use only, and Subscriber is prohibited from using these services for any illegal activity or purpose, including payment fraud or identity theft.

h. You agree that Spectrum may provide you legal notices regarding the Electronic Payment Services, payments made, and other relevant information or records attributable to your payment transactions. Subscriber may not revoke consent to receive such electronic notice, records, or disclosures.

i. It is Subscriber's responsibility to protect the confidentiality of any user name or password used in connection with the Electronic Payment Services. Subscriber shall not provide access to the Electronic Payment Services to anyone other than household members or delegated authorized users. If Subscriber believes Subscriber's password or other means to access the Electronic Payment Services has been lost, stolen, or otherwise compromised, Subscriber must notify Spectrum immediately at 855-757-7328.

j. Spectrum shall have no liability or responsibility for its inability to process or receive payments Subscriber makes or attempts to make using the Electronic Payment Services or otherwise to perform its responsibilities under this Section 3 in the event circumstances beyond Spectrum's control prevent Spectrum from doing so or otherwise affect Spectrum's ability to do so.

k. Subscriber is responsible for all fees and costs related to maintaining a valid Payment Method including processing charges or annual costs.

l. Subscribers use of the Electronic Payment Services, whether through Spectrums websites, interactive voice response systems or through any other means, is for Subscribers exclusive personal use. No payment processor or any other third party may use the Electronic Payment Services to make payments on behalf of Subscriber without Spectrum's written consent. Any attempt to do so will be considered an unauthorized interference with the intended operation of the Electronic Payment Services and may result in Spectrum's failure to process or accept payments from you.

SPECTRUM'S SOLE AND ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR THE PROCESSING OR DEDUCTION OF AN INCORRECT TRANSFER OF FUNDS HEREUNDER SHALL BE THE RETURN TO YOU OF THE IMPROPERLY TRANSFERRED

FUNDS. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 3 DOES NOT LIMIT ANY NON-WAIVABLE RIGHTS SUBSCRIBER MAY HAVE UNDER APPLICABLE LAW.

4. Payment by Check; Returned Items; Third Party Processing: If Subscriber makes payment by check, Subscriber authorizes Spectrum to collect such payment electronically. Subscriber may not amend or modify these Terms of Service with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Spectrum; any of which notations shall have no legal effect. Whether paying by check, Electronic Payment Services, or any form of electronic funds transfer from a banking account, Subscriber hereby authorizes Spectrum to collect any declined amount electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated.

Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to Spectrum. Any NSF charge is in addition to any charges Subscriber's financial institution may assess. If initially rejected, Spectrum will make additional multiple attempts to execute such electronic payment for up to 30 days following the initial refusal. At the end of the 30-day period, if there has not been a successful payment then Subscriber's Electronic Payment Services will be terminated.

5. Spectrum Refund Policy/30-Day Guarantee. Subject to additional provisions that may be applicable to equipment returns, new Subscribers (those who have not been Spectrum customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the Service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Pay-Per-View and other non-recurring subscription purchases are not refundable. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by Spectrum within 45 days of Billing Commencement 30 days from Billing Commencement, plus 15 day grace period. Any Equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.

6. Service Bundle Discounts: Spectrum reserves the right to offer and Subscriber may elect to subscribe to a combination of Services for which a bundle discount applies ("Bundled Services"). In the event Subscriber terminates any Service component of such Bundled Services or Spectrum terminates such Service component based on Subscriber's failure to comply with the Terms of Service, Spectrum reserves the right to revert the pricing of the remaining Service(s) to the applicable undiscounted price for such Service(s).

7. Spectrum Property: All Spectrum-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Spectrum ("Equipment") remains the property of Spectrum, except for the "cable home wiring" as defined at 47 C.F.R. §76.804 ("Wiring") and excluding certain Subscriber Purchased Devices that Subscriber has purchased from Spectrum outright or under an installment agreement or any other device ownership of which Spectrum has conveyed to Subscriber (e.g., modems, streaming or edge devices; collectively, "Conveyed Devices"). Equipment and Wiring installed at the Subscriber's address are intended to remain at Subscriber's address and must not be used or relocated off such premises without Spectrum authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Spectrum's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

8. Disruption of Service: All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Spectrum be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Spectrum's reasonable control. To the extent permitted under applicable law, Spectrum may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.

9. Equipment: Excluding certain Subscriber Purchased Devices sold by Spectrum for which separate terms and conditions may apply or Conveyed Devices, Spectrum will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. Spectrum shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Spectrum is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, routers, video streaming devices, Subscriber Purchased Devices, Conveyed Devices, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent use or abuse or if no fault is discovered in Spectrum's system or Equipment. Spectrum makes no warranties, with respect to Equipment or Service provided by Spectrum or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, AND CONVEYED DEVICES ARE PROVIDED "AS IS", UNLESS OTHERWISE PROHIBITED OR RESTRICTED UNDER APPLICABLE LAW, AND SPECTRUM HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION

ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SPECTRUM SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, OR CONVEYED DEVICES. SPECTRUM HEREBY DISCLAIMS ANY AND ALL CLAIMS ARISING FROM OR ASSOCIATED WITH THE FAILURE, OPERABILITY, PERFORMANCE, DEFECTS OR LOSS, LIABILITY OR DAMAGES ARISING FROM USE OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, ANY OF WHICH SHALL REMAIN MATTERS EXCLUSIVELY BETWEEN THE SUBSCRIBER AND THE MANUFACTURER OF SUCH DEVICES.

Spectrum's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Equipment or Wiring shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

10. **Subscriber Property:** Spectrum assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software. Subscriber is responsible for the repair and maintenance of Subscriber Purchased Devices, Conveyed Devices, and any other Subscriber-provided equipment/software. Spectrum is not responsible or liable for any loss or impairment of Spectrum's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Purchased Devices, Conveyed Devices, or Subscriber-provided equipment/software.

Notwithstanding anything to the contrary, Subscriber agrees to allow Spectrum and our agents the right (a) to install hardware in, (b) send software downloads to, and (c) install, access configure, maintain, inspect or upgrade Subscriber Purchased Devices, Conveyed Devices, or any other Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Spectrum access to it.

11. **Taxes/Fees:** Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment, Wiring, Subscriber Purchased Devices, Conveyed Devices, or installation or service charges incurred with respect to the same (including franchise fees).

With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, Spectrum will review the amount it collects in such fees and taxes on a quarterly and annual basis. In the event Spectrum determines that it has collected any fees and/or taxes in excess of sums due to governmental and regulatory authorities, Spectrum will begin refunding such excess fees and taxes to current subscribers within 15 months of the end of each calendar year.

Please be aware that, by law in some cases, Subscriber may be billed for taxes and fees that relate to time periods before Subscriber began receiving Services. However, by law, Spectrum will not bill Subscriber for these fees more than 4 years after the year they were incurred by Spectrum. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.

12. Care of Spectrum Property and Service: Subscriber agrees that neither Subscriber nor any other person (except Spectrum's authorized personnel) will: (a) open, tamper with, service, or make any alterations to the Equipment or Wiring; nor (b) remove or relocate any Equipment or Wiring from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment or Wiring which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Spectrum shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by Spectrum and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Spectrum schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Spectrum's service area, Subscriber shall notify Spectrum that these Terms of Service shall be terminated and the provisions of Section 16 shall apply to such termination.

13. Access to Subscriber Premises: Subscriber authorizes Spectrum and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment or Wiring and, upon the termination of Service, to remove the Equipment from the premises. Spectrum's failure to remove its Equipment shall not be deemed abandonment thereof. If the installation and maintenance of Service are requested at premises that, in Spectrum's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Spectrum may refuse to install and maintain such Service.

14. Acknowledgments and Consent Regarding Recording of Communications and Contact Rights:

a. Recording of Communications. Subscriber acknowledges and agrees that all communications between Subscriber and Spectrum may be recorded or monitored by Spectrum for quality assurance or other purposes subject to applicable law.

b. Consent to Phone Calls and other Means of Communication. Subscriber agrees that Spectrum (or persons acting on Spectrum's behalf) may use an automated dialing system and/or prerecorded voice to call, text or e-mail any landline or wireless phone number or e-mail address that Subscriber provides to Spectrum for any non-promotional account, informational, or Service-related purpose such as, without limitation, collections and billing, appointment scheduling or confirmations, ser-

vice alerts, security or network issues, or fraud violations. Subject to any limitations under applicable law, Subscriber may not opt-out of or revoke its consent to receive such communications, although you can manage your communication preferences by logging onto your account at www.spectrum.net.

c. Other Notices. Subscriber authorizes Spectrum to provide other notices using any method Spectrum determines appropriate, including by electronic means (for example, email or online posting).

d. Other Consents. Spectrum may ask you to provide other consents or authorizations, including by electronic means, email or your equipment (for instance, using your remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and Spectrum is entitled to assume that any consent or authorization Spectrum receives through the Services or from your location has been authorized by you.

e. Email Address for Notice. Upon Spectrum's request, Subscriber will provide Spectrum with a current email address that Subscriber regularly checks so that Spectrum may provide notices and communications to Subscriber at that address. Spectrum's right to contact Subscriber as described in this Section survives the termination of these Terms of Service.

15. Secure Connection Requirements. Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under these Terms of Service, Spectrum shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of its network facilities, the video, phone, and/or Internet signals Spectrum transmits or receives, and the connection between any device or application used by Subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and Spectrum's Equipment, system, or other network facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.

Without limiting any other rights Spectrum may have under the Terms of Service, Spectrum shall have the right to suspend, freeze, or otherwise cease Service or network access in the event and to the extent necessary to address any network or security concern that may arise with regard to activity on or through, conditions arising from or caused by the use, availability of, or access enabled at or through Subscriber's Service, Service location, equipment, or account.

16. Assignment or Transfer: These Terms of Service and the Services and/or Equipment supplied by Spectrum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Spectrum.

17. Termination and Expiration:

a. Termination by Subscriber: Unless otherwise terminated, these Terms of Service shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change in accordance with these Terms of Service and to the extent permitted under applicable law. To terminate any recurring Service, Subscribers must call 855-757-7328, or provide a hardcopy written notice of termination to Spectrum delivered to 2 Digital Place, Floor 4, Simpsonville, SC 29681, and in any event, any such Subscriber-requested termination shall not be effective before the date Spectrum receives such request. Prior to effecting such termination or any other change to the account we will verify and authenticate your identity, confirm that you are authorized to request such changes, and confirm your election of such changes.

b. Termination for Bankruptcy: Spectrum shall have the right to terminate these Terms of Service immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.

c. Termination for Breach: In the event of any breach of these Terms of Service by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Spectrum, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Service, these Terms of Service may, at Spectrum's option, be terminated and the Equipment removed. Failure of Spectrum to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Spectrum in the event that Spectrum shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under these Terms of Service. Spectrum may terminate these Terms of Service or Spectrum may reject an application or block access to or use of any component of any Service for any reason including, but not limited to, if:

- i. Subscriber violates these Terms of Service as solely determined by Spectrum;
- ii. The information required in the application process is or becomes incorrect, absent or incomplete;
- iii. Subscriber threatened or harassed any Spectrum employee, agent, contractor or representative (e.g., by abusive language, physical threats, etc.);
- iv. Subscriber's Payment Method fails to compensate Spectrum; or
- v. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Spectrum.
- vi. Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Spectrum shall have no liability to Subscriber.

d. Obligations Upon Termination: Subscriber agrees that upon termination of these Terms of Service:

- i. Subscriber will pay Spectrum in full for Services and Equipment through the end of the then-current monthly subscription service period.
- ii. Subscriber will promptly return all Equipment to Spectrum. In the event that Subscriber fails to return any Equipment within ten (10) days of termination Subscriber shall be liable to Spectrum in accordance with Spectrum's then current schedule of charges for non-returned Equipment.

e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

18. Spectrum's Right to Pursue Remedies and Subscriber's Indemnification Obligations. If Subscriber breaches these Terms of Service, Spectrum has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these Terms of Service' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against Spectrum that arises out of Subscriber's relationship with Spectrum, the Services provided to Subscriber, the Terms of Service, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at Spectrum's exclusive election), and release Spectrum from and against liability and reimburse Spectrum for any losses that Spectrum may incur, including reasonable attorneys' fees and costs, resulting from such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory.

19. Security Deposit: Any security deposit required of Subscriber for the Equipment or Spectrum's Service will be due and payable upon the first monthly billing statement. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Spectrum's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Equipment undamaged. If Spectrum is holding a deposit on Subscriber's account, Spectrum has the right to apply the deposited amount against any outstanding balance or shortfall in payments.

20. Advance Payment: Advance payment may be required under certain circumstances including without limitation when specific Service offer conditions require it, Subscribers are unable or unwilling to provide information to establish credit worthiness or have an unsatisfactory credit rating. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes, fees and surcharges. The advance payment will appear as a credit and be applied to the first monthly bill. Spectrum reserves the right to refuse Service if the Subscriber fails to fulfill standard credit requirements. After Service has been established, the

Subscriber will be responsible for the payment of all applicable charges, including taxes, fees and surcharges to avoid discontinuance of Service.

21. Content and Services: All Services are subject to change in accordance with applicable law and these Terms of Service.

22. Rates: All rates are subject to change to the extent permitted under applicable law and these Terms of Service.

23. Late Fee: If Subscriber's account is past due, and payment has not been received by the due date on the billing statement, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Spectrum's then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill by the due date on the billing statement. Any late fees assessed are not considered interest credit service charges, finance charges or penalties.

24. Disclaimer: Spectrum assumes no liability for any program, services, content or information distributed on or through the Services and Spectrum expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Spectrum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

25. Right to Make Credit Inquiries: Subscriber authorizes Spectrum to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.

26. Spectrum's Reservation of Rights: Spectrum reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, Spectrum will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Spectrum will provide any prior notice of suspension or termination that is required by law.

27. Indemnification: Subscriber agrees to defend, indemnify, and hold Spectrum, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "Spectrum Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:

- a. The installation, operation, provision, or other use of Spectrum Services and/or Equipment;
- b. Any violation of Spectrum's Terms of Service , Acceptable Use Policy, or other published policies or requirements;
- c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;
- f. unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
- g. Any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any Voice Services furnished by Spectrum in connection with the 911 or E-911 service, including but not limited to, the telephone number, address or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of (i) Subscriber,(ii) members of Subscriber's household, (iii) Subscriber's guests, or (ii) any other person using the Services provided to Subscriber.
- h. The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the Spectrum Indemnitees. Subscriber agrees that Spectrum Indemnitees are not liable for any damages or liability resulting from the loss of Services (whether Internet, Cable, Voice, or other Services), nor will Subscriber make any claims or undertake any actions against Spectrum Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of Spectrum Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of Spectrum Indemnitees.

28. Limitation of Liability.

a. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF SPECTRUM AND ITS THIRD PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES).

b. One Year Limitation Period. EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, ANY CLAIM YOU MAY HAVE AGAINST SPECTRUM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES. IF SUBSCRIBER DOES NOT BRING A CLAIM WITHIN THIS PERIOD, SUBSCRIBER IS BARRED FROM BRINGING SUCH CLAIM, AND SPECTRUM WILL HAVE NO LIABILITY WITH RESPECT TO SUCH CLAIM.

c. Damages. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SPECTRUM BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD PARTY SERVICE PROVIDERS OR ANY MANUFACTURER OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, AGENTS OR SUBCONTRACTORS OF SPECTRUM, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPECTRUM'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY SPECTRUM OF ANY OBLIGATION SPECTRUM MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY SPECTRUM. IN NO EVENT SHALL SPECTRUM'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE TERMS OF SERVICE EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD. IN JURISDICTIONS THAT DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SPECTRUM'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST SPECTRUM THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE TERMS OF SERVICE.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE TERMS OF SERVICE.

29. Privacy Policy. Spectrum will provide Subscriber with a copy of its Privacy Policy at the time Spectrum provides Service to Subscriber, and annually afterwards, or as oth-

erwise required by law. Subscriber can view the most current version of our Privacy Policy by going to www.spectrum.com/privacy. Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that Spectrum is expressly required to do so by applicable law, Spectrum will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Spectrum may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Spectrum's Privacy Policy. In order to protect the privacy of Subscriber's account information, Spectrum may require that Subscriber use a security code or other method, in addition to the user name and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through Spectrum's customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access or modify Subscriber's account information and update and/or make Service changes. Once established, an Authorized User will be required to authenticate his/her identity in the same manner according to Spectrum's policies.

30. ARBITRATION. The following provisions are important with respect to the agreement between Subscriber and Spectrum regarding Spectrum's Services memorialized by these Terms of Service.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. These Terms of Service require the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

Spectrum and Subscriber agree to arbitrate disputes and claims arising out of or relating to these Terms of Service, the Services, the Equipment, or marketing of the Services Subscriber has received from Spectrum. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THESE TERMS OF SERVICE MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or Spectrum may commence an arbitration proceeding under these Terms of Service.

The arbitration shall be governed by the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, or enforceability of these arbitration provisions and these Terms of Service.

SPECTRUM SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES REQUIRED BY THE AAA RULES OR OTHERWISE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO RENDER THESE ARBITRATION PROVISIONS ENFORCEABLE.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY.

Unless Spectrum and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of Subscriber's billing address.

To the fullest extent permitted under applicable law, the arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of these Terms of Service.

SUBSCRIBER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS

ACTION OR REPRESENTATIVE PROCEEDING

Furthermore, unless both Subscriber and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

Right to Opt Out. If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Spectrum in writing within 30 days of (a) the date that these arbitration provisions becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Spectrum must include Subscriber's name, address, and Spectrum account number as well as a clear statement that Subscriber does not wish to resolve disputes with Spectrum under these arbitration provisions. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Spectrum or the delivery of Services to Subscriber by Spectrum. For the avoidance of doubt, Subscriber's right to opt out from these arbitration provisions is prospective only and does not apply to previous periods. If Subscriber and Spectrum previously agreed to an arbitration agreement, an opt out from these arbitration provisions does not relieve either Subscriber or Spectrum from the obligation to arbitrate claims coming within the scope of that previous arbitration agreement.

Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS (INCLUDING THOSE WITH RESPECT TO WHICH SUBSCRIBER HAS OPTED OUT OF THESE ARBITRATION PROVISIONS), BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST PERMITTED UNDER APPLICABLE LAW, ANY TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS.

For purposes of the foregoing sentence only, in the event such waiver or any part of it is found to be unenforceable, it shall be severed from these Terms of Service, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. SUBSCRIBER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

(1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.

(2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

For New York Video Subscribers. Subscriber may elect to resolve a dispute through the New York Public Service Commission in accordance with 16 NYCRR §890.709(a) and 16 NYCRR §709(c).

The foregoing arbitration provisions shall survive the termination of these Terms of Service.

Subscriber may opt out of this Section, in which case the normal statute of limitations will apply. To opt out, Subscriber must notify Spectrum in writing by sending a letter to Spectrum addressed to VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131, within 30 days of (a) the date that this provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber's written notice must include Subscriber's name, address, and Spectrum account number as well as a clear statement that Subscriber does not wish this Section to apply.

This Section shall survive the termination of these Terms of Service.

31. Force Majeure: Spectrum shall not be liable for any failure of performance or equipment of any kind (including Spectrum Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Spectrum, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

32. Survival of Terms. In addition to the terms that are specifically noted in these Terms of Service as surviving termination of these Terms of Service, all representations, warranties, indemnifications, and limitations of liability shall survive these Terms of Service. Spectrum's right to contact Subscriber shall also survive these Terms of Service unless Subscriber opts out in the manner described in these Terms of Service. All other obligations of Subscriber and Spectrum under these Terms of

Service also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

33. Entire Agreement: These Terms of Service (including the Terms of Service incorporated herein by reference) constitute the entire agreement between the Subscriber and Spectrum. No undertaking, representation or warranty made by an agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of Spectrum's Services or Equipment shall be binding on Spectrum except as expressly included herein. Terms of Service. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this Agreement are held to be excessively broad or invalid, illegal or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law in conformance with its original intent.

Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Service.

Spectrum Internet Acceptable Use Policy

In order to provide high quality customer service and to ensure the integrity, security, and reliability of the Internet Network of Charter Communications Operating LLC and its respective affiliates and subsidiaries providing services ("Spectrum"), Spectrum has created this Acceptable Use Policy (AUP). This AUP applies along with the Terms and Conditions of Service governing the Subscriber's use of Spectrum's Internet and related services (collectively, the "Terms of Service"), Spectrum's Privacy Policy and Spectrum's Network Management Practices Statement, to specify use restrictions and requirements applicable to users of the Service. The Subscriber recognizes and agrees that the then current version of the AUP to be maintained by Spectrum and posted on Spectrum's website will supersede all previous versions of this document and that Subscriber's continued use of Spectrum's Internet service will constitute Subscriber's acceptance of this policy as it may be amended.

By using the Service, the Subscriber agrees to abide by, and require each user of the Service to abide by, the terms of this AUP and associated Terms of Service. Any user who does not agree to be bound by these terms must immediately cease use of the Service and notify the Spectrum Customer Service Department to terminate the account.

1. Use. The Service is designed for personal and family use (residential use only) within a single household. Subscriber agrees that only Subscriber and Subscriber's authorized guests in the same household will use the Service. Subscriber is responsible for any misuse of the Service that occurs through Subscriber's account, whether by a member of Subscriber's household or an authorized or unauthorized third-party. Subscriber will not use, or enable others to use, the Service to operate any type of

business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access, as further set forth in Section 2(k) hereof. Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, through the use of wireless technology. Spectrum reserves the right at its sole discretion to immediately suspend, terminate, or restrict use of the Service without notice if such use violates the AUP or the Terms of Service, is objectionable or unlawful, or interferes with Spectrum's systems, or Internet Network, the Internet, or others' use of the Service.

2. Prohibited Activities Using the System, Network, and Service. Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network.

b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network;

c. Interference with Internet service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.

d. Forging the header of any transmitted information packet, email, or Usenet posting;

e. Modifying or tampering with any hardware, software, or configuration provided by Spectrum including but not limited to: routers, switches, and cable modem configuration files.

f. Reselling or otherwise redistributing the Service.

g. Disrupting, degrading or otherwise adversely affecting Spectrum's network or computer equipment owned by Spectrum or other Spectrum subscribers.

h. Transmit unsolicited bulk or commercial messages commonly known as "spam."

i. Assuming or assigning a Spectrum IP address that was not allocated to the user by Spectrum or its network - all Spectrum Internet users must use DHCP assigned by the Service to acquire an IP address.

j. Either of the following activities by a Subscriber using dedicated machines (also known as "machines" or "dedicated servers") or virtual dedicated servers (also known as "VDS", "VPS", "virtual machines", and/or "virtual servers"): (i) running a tunnel or proxy to a server at another host or (ii) hosting, storing, proxy, or use of a network testing utility or denial of service (DoS/DDoS) tool in any capacity.

k. Because the Service is for residential use only, any use of the service for non-residential purposes is not permitted and may result in reduction in service, suspension,

or termination at the sole discretion of Spectrum, provided that use of the Service by a subscriber (i) in a "work-from-home" capacity and otherwise in accordance with this AUP and the Terms of Service or (ii) in conjunction with or to enable use of a commercial Service or Product provided and specifically authorized by Spectrum or its affiliates, is permitted in accordance with the terms applicable to such Service or product. Prohibited non-residential purposes include, without limitation, the following:

l. Running any type of server on the system that is not consistent with personal, residential use. This includes but is not limited to FTP, IRC, SMTP, POP, HTTP, SOCS, SQUID, NTP, DNS or any multi-user forums.

m. Distributing in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.

n. IP address translation or similar facilities intended to provide additional access.

3. No Illegal or Fraudulent Use. The Service may be used only for lawful purposes. Subscriber will not use or allow others to use the service in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is not permitted.

4. Security/Abuse of Resources. User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abuse of resources include without limitation: open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. In the instance when the Subscriber is using a wireless router, Spectrum requires that any wireless network be secure and encrypted. Open, unencrypted wireless networks are strictly prohibited.

Should an issue arise, Subscriber is required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.

5. Network Management. Spectrum uses a variety of reasonable network management tools and practices consistent with industry standards. In the event the periods of congestion necessitate such management, Spectrum has available the following tools and practices (without limitation and as may be adjusted over time): (i) Subscriber Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion; (ii) spam filtering and detection techniques; and (iii) measures to protect the security and integrity of its network, resources and subscribers (e.g., IP reputation services from multiple sources to deny mail relay to suspect IPs of Charter IP space, real-time IP block lists to determine whether to accept a connection to inbound mail servers, port security techniques such as encryption and authentication, and email server- to-server traffic monitoring). In limited instances if employed, these techniques may affect the throughput rate at which subscribers may send and receive

data, the ability of users to establish session connections within the network, or result in the delay of certain traffic during times of peak congestion.

For more information about Spectrum's network management practices and policies, please see the Spectrum Network Management Practices Statement.

6. Viruses. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses", denial of service attacks, and bots. Spectrum will take appropriate (as decided by Spectrum's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

7. Enforcement. Spectrum reserves the right to investigate violations of this AUP, including the gathering of information from the Subscriber or other Users involved and the complaining party, if any, and the examination of material on Spectrum's servers and network. Spectrum prefers to advise Users of AUP violations and any necessary corrective action but, if Spectrum, in its sole discretion, determines that a User has violated the AUP, Spectrum will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, reduction of service resources, and termination of service. Spectrum is not liable for any such responsive action and these actions are not exclusive. Spectrum may take any other legal or technical action it deems appropriate.

8. No Waiver. The failure by Spectrum or its affiliates to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

9. Revisions to Policy. Spectrum reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes on Spectrum's website at www.spectrum.com, under "Terms of Service/Policies," by email or by conventional mail, and will be effective immediately upon posting or sending. Subscribers should regularly visit Spectrum's website and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy should be directed to AUPQuestions@charter.com. Complaints of violations of it by Charter Subscribers can be directed to abuse@charter.net.

Spectrum Video Services Agreement (Residential)

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF SPECTRUM VIDEO SERVICE INCLUDE A BINDING ARBITRATION PROVISION SET FORTH IN THE GENERAL TERMS AND CONDITIONS OF SERVICE, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Charter Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries ("Spectrum") is authorized to provide Spectrum TV's Video Services (as defined below) in accordance with these terms and conditions, which terms and conditions incorporate and include the Residential General Terms and Conditions of Service for

Service and the Spectrum Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"). "Video Services" means collectively or individually, as the context requires, the Spectrum TV video and content services and any and all related video products provided to you by Spectrum in any form and by any medium, and shall include all digital content, user content, programming, features, functionalities, user interfaces, and software associated with the Video Services that are delivered or made available to You by Spectrum (which includes without limitation Spectrum Networks video services such as Spectrum News, SportsNet, and SportsNet LA). We may terminate or restrict Your use of the Video Services if you violate these Terms of Service, and we reserve the right to pursue available legal remedies if You are engaged in unauthorized, illegal or fraudulent use of the Video Services.

Your use of the Video Services shall be deemed acknowledgment that You have read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Video Services and notify Spectrum's Customer Service at 1-855-707-7328 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above.

Spectrum regularly updates and amends these Terms of Service. You should regularly consult Spectrum's website at www.spectrum.com/policies/terms-of-service for updates.

1. **Scope of Video Services.** Spectrum gives you the limited right to use the Video Services solely for Your personal, non-commercial use. Do not copy, reproduce, distribute, display, perform, publish, create derivative works from, offer for sale, redistribute or otherwise make available to any unauthorized person(s) the Video Services, including the associated programming material, content, information and data Do not modify, remove, alter, deactivate, degrade, circumvent, decompile, disassemble, or reverse engineer any content protections, software, or other aspects of the Video Services.

If your subscription plan grants You "out-of-home" access rights to the Video Services, then You acknowledge that (i) certain features and functionality may be impacted when accessing the Video Services "out-of-home" including, but not limited to, the availability of programming content and packages, channel line-ups, DVR services, and/or set top box functionality, and (ii) Spectrum may limit the number of simultaneous streams and the number of devices by which you may access the Video Service "out-of-home". For access to Spectrum Networks "out-of-home" (including certain Spectrum News content and all of SportsNet and SportsNet LA) each unique set of Credentials (as defined below) will be allowed a maximum of two (2) simultaneous streams. Spectrum reserves the right to modify "out-of-home" access rights at any time. Such changes will be effective when posted online (unless we expressly state otherwise), and by continuing to use the Video Services after we post any changes.

2. **Password and Account Access.** If the applicable Video Services require you to create an account with Spectrum, then member(s) of the household who created such account with Spectrum for the Video Services and whose payment method is charged (the "Account Holder") is responsible for (i) maintaining the control, confidentiality, and securing of all password and account credentials used to access the Video Services ("Credentials"); (ii) preventing unauthorized access to the Credentials and the Video Services; and (iii) maintaining control over all devices used to access the Video Services. The Account Holder shall not provide access to the Video Services to anyone other than household members and household guests, and household guests may only access the Video Services while in the home of the Account Holder's household. You

shall immediately notify Spectrum of any unauthorized disclosure of, access to, release or use of your Credentials or any other breach of security related to your account.

Failure to abide by the terms of this section or the use of your Credentials for any unauthorized use of the Video Services or other illegal or fraudulent activity, whether or not such unauthorized use or other fraudulent activity is the result of identity theft, may result in suspension or termination of your Video Services account, with or without notice, and may result in civil and/or criminal legal action being taken against you.

Authorized users may only access the Video Services using Credentials in accordance with these Terms of Service. If a third party accesses the Video Services using Credentials in a manner not authorized by these Terms of Service, then in addition to any rights or remedies Spectrum have against you, such third party may be subject to legal action, including by Charter and/or Spectrum Networks.

3. Additional Terms for Spectrum Video Applications.

a. You must be a Spectrum subscriber in good standing to access and receive all of the Video Services through the Spectrum TV Application (“the Spectrum SportsNet Application, and the Spectrum News Application, (collectively, the “Spectrum Video Apps”).

b. Spectrum may, at any time and without notice, modify or discontinue all or part of the Spectrum Video Apps, its content, related charges or fees, and we may offer special opportunities to some or all Spectrum Video Apps users, subject to applicable law.

c. You are permitted to use the Spectrum Video Apps only to request and view the the applicable textual, audio/visual or other video content that we provide, and you may not circumvent or otherwise interfere with any authentication or access restrictions that we have implemented with respect to the Spectrum Video Apps.

d. Without limitation, the following restrictions also apply to your use of the Spectrum Video Apps:

i. You may not distribute or make the Spectrum Video Apps available over a network where it could be used by unauthorized parties or otherwise downloaded/distributed to any device without our knowledge or authorization.

ii. You may not remove any proprietary notices, marks, or labels on the Spectrum Video Apps

iii. You may not export, import, or re-export the Spectrum Video Apps in violation of any applicable law, rule, or regulation of any jurisdiction.

iv. You are solely responsible for securing any connectivity/access to your Internet service by means of a password or other reliable means. As such you are solely responsible for any conduct undertaken by means of access to our Internet services (including without limitation the Spectrum Video Apps) by any party, whether or not such access is initiated by a member of your household, a user authorized by you, or other person through any access/connectivity, and any loss,

damage, or other liability arising therefrom.

e. Spectrum shall have no obligation to furnish any maintenance or support services with respect to the Spectrum Video Apps

f. **Data Collection.** Spectrum may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to determine enhancements or improvements to the Spectrum Video Apps, or to facilitate the provision of software updates, product support, and other services to you (if any) related to the operation of the Spectrum Video Apps Such data collection includes:

i. Application(s) running history and data usage;

ii. Network, device identifiers and/or device characteristics;

iii. Viewership data;

iv. If location services are enabled on your device, the application will provide us the approximate or precise location of your device (as may be available); we store location data in an aggregated manner to use for network planning and performance improvement. If you do not want the application to gather your location, you can disable location services in your mobile device (which affects all applications), disable location services for the Spectrum Video Apps in your device if disabling location for a specific application is enabled by your device operating system or uninstall the Spectrum Video Apps

v. Wi-Fi and cellular network information, such as your mobile operator, ISP, and IP address

vi. Data usage on Wi-Fi, cellular and respective network performance information such as throughput, latency, and signal strength.

More information about Spectrum's data practices is available in the Spectrum Privacy Policy located at www.spectrum.com/policies/your-privacy-rights.html.

4. Programming Content:

a. Except for video programming content that Spectrum provides on an “a la carte” basis (i.e., channels that are not part of a package or tier), You have no right to receive, and Spectrum has no obligation to provide, any particular programming service or channel as part of the Video Services and that You are not entering into this agreement or purchasing the Video Services in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of the Video Services.

b. In the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Spectrum and a third party programmer, Spectrum shall not be liable for compensation, damages (including

compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Your sole recourse in such an event shall be termination of the Video Services in accordance with the Terms of Service.

c. Programming information is passed onto Spectrum from the programmers and is provided to you AS IS. Spectrum does not guarantee the accuracy of any programming title, run time or other related programming information. Spectrum does not guarantee Your access to or ability to record any particular programming or the time that any particular program remains available for viewing or recording.

5. Parental Controls: A Parental Control feature is available to prevent children from watching certain programming. You may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. The starter kit manual provided with the Video Services includes instructions on how to implement and monitor the Parental Control features. Should You deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. You will then have to reactivate the Parental Control to block out the desired channels. We recommended that You occasionally verify that the Parental Control feature is activated and operational.

6. Use Restrictions: You shall not share, use or access the Video Services in any manner that violates applicable law or for any illegal or fraudulent activities, including but not limited to:

a. Sharing, using or accessing the Video Services in any manner that violates a any third party's Intellectual Property Rights ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights).

b. Invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable, or that advertises or solicits business for products or services.

c. Connecting or attaching equipment to the Video Services with the intended purpose to distribute the Video Services in an unauthorized manner.

d. Restricting, inhibiting or otherwise interfering with the ability of any other Spectrum subscriber to use or enjoy the Video Services.

e. Conducting a pyramid or other illegal soliciting scheme.

f. Impersonating any person or entity or forging anyone else's digital or manual signature.

g. Harassing, threatening, or otherwise abusing Spectrum employees or its agents.

h. "Harvesting" (or collecting) information from the Video Services using an automated software or any other tool or manually on a mass basis. This includes, for example, information about other users of the Video Services and information about the offerings, products, services, and promotions available on any part of the Video Services.

i. Using any robot, spider, or site search/retrieval application, “stream catching” (downloading, storing, or transmitting copies of streamed content), or using any data mining, data gathering, or extraction methodology.

j. Using any technology or technique that obscures or disguises (i) the origin of any content that is transmitted through the Video Services by forging headers or otherwise manipulating identifiers or (ii) your location when you are accessing the Video Services.

k. “Flooding” the Video Services with requests or otherwise overburden, disrupt, or harm the Video Services or Spectrum’s systems.

7. **User Content:** Certain Video Services may include features that allow users to post comments and materials to public posting areas provided by Spectrum (“User Content”). You are responsible for the User Content that You post. We do not control the User Content that You or others may post or otherwise make available in such areas, and You understand that we have no obligation to monitor, edit, or delete any User Content. We are not a publisher of User Content, and we are not responsible for its accuracy or legality.

If You submit or post any materials or content User Content to any of the Video Services, You grant Spectrum and its affiliates or related entities a royalty free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use the User Content, including alterations thereof, for Spectrum’s purposes, in any form, in any media, and via any technology, whether such form, media, or technology exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by You to any page of our website is original to You and that You have the right to grant us these rights.

8. **Entire Agreement:** The Video Services Agreement constitute the entire agreement between You and Spectrum. No undertaking, representation or warranty made by any agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of the Video Services shall be binding on Spectrum except as expressly included herein.

9. **Amendment:** Spectrum may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Spectrum may notify You of any such changes by posting notice of such changes on Spectrum's website at www.spectrum.com/policies/terms-of-service using the features of the Spectrum digital receiver, or sending notice via bill statement, text, e-mail, postal mail, or other reasonable means. Your continued use of the Video Services following notice of such change, modification or amendment shall be deemed to be the Your acceptance of any such modification. If You do not agree to any modification of the Terms of Service, You must immediately cease using the Video Services and notify Spectrum that You are terminating the Video Services in accordance with the Terms of Services.

Spectrum Residential Internet Services Agreement

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF SPECTRUM INTERNET SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR SPECTRUM RESIDENTIAL SERVICES,

WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Charter Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Spectrum") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for Spectrum Residential Services and the Spectrum Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at www.spectrum.com/policies/terms-of-service.html, under "Terms of Service/Policies" and "Your Privacy Rights."

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Internet Service and notify Spectrum's Customer Service at 888-438-2427 to terminate the Internet Service. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

Spectrum regularly updates and amends these Terms of Service. Subscriber should consult Spectrum's website at www.spectrum.com/policies/terms-of-service to be sure Subscriber remains in compliance.

1. Equipment: To use the Internet Service, Subscriber must meet minimum computer, device, in-home network and system requirements as identified by Spectrum.

a. Computer Equipment: The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply equipment such as modems, gateways, routers, or wireless cards, at no charge or for a one time or reoccurring fees, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment, and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Spectrum to perform up-

dates and/or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion.

b. Spectrum does not provide technical assistance for third party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third party hardware or software should be directed to the manufacturer of that product. Spectrum is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service.

c. Subscriber will not connect any equipment, other than equipment authorized by Spectrum, to any cable modem outlet or port. Subscriber understands that failure to comply with this restriction may cause damage to the Spectrum network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Spectrum, to do the same.

2. Network Interface: When Spectrum installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).

3. Cable Modem/Other Spectrum Equipment: Subscriber may obtain a cable modem from Spectrum or may purchase and use a cable modem purchased at retail from a third party, provided that such third party modem has been tested, certified and approved by Spectrum in accordance with our DOCSIS Modem Policy at www.spectrum.com/policies/docsis-modem-policy.html.

4. Software: At the time of installation of the Internet Service, Spectrum may provide Subscriber with common Spectrum or third party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Spectrum does not support third party software. Any and all software provided by Spectrum is the property of Spectrum and/or its suppliers and licensors. Spectrum hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Spectrum and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change,

tamper with or interfere with any software provided to Subscriber by Spectrum. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Spectrum that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum network.

5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not Spectrum, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Spectrum does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Spectrum warrant that the data or files will be free from computer viruses or other harmful components. Spectrum has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet. Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third party.

6. Additional Features, Functionality and Tools: Any additional service features, functionality and tools that Spectrum offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Spectrum.

7. Cookies: Subscriber may access Subscriber's Spectrum e-mail account and support website at spectrum.net, provided that Subscriber's browser is configured to accept cookies from www.spectrum.net.

8. Monitoring the Internet Service and Privacy: Spectrum takes the protection of our Subscribers' privacy seriously. Spectrum has no obligation to monitor content; however, Subscriber agrees that Spectrum has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and Spectrum's Privacy Policy.

For content residing on Spectrum's servers, Spectrum reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Spectrum's possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Spectrum subscribers' information.

For more information on Spectrum's approach to Subscriber's privacy, please refer to the [Spectrum Residential Subscriber Privacy Policy](#).

9. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Spectrum assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Spectrum is registered Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Spectrum if they believe that a Spectrum customer has infringed the copyright owner's work(s). If Spectrum receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Spectrum will notify Subscriber of the alleged infringement. Spectrum may determine that Subscriber is a repeat copyright infringer if Spectrum learns that Subscriber has engaged in online copyright infringement on more than one occasion. Spectrum reserves the right to suspend or terminate the accounts of repeat copyright infringers.

10. Termination: Spectrum shall have the right to terminate the Internet Service upon any violation of the Terms of Service. Spectrum will not be responsible for the return

of data stored on Spectrum's servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.

11. Disclaimer of Warranties and Limitation of Liability.

a. **No Warranty:** Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Spectrum at Subscriber's sole risk. The Internet Service and Spectrum equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Spectrum does not warrant uninterrupted use of Internet Service. Spectrum does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Spectrum does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.

b. **Anti-Spam Software:** Subscriber acknowledges and understands that Spectrum utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. Spectrum does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, Spectrum does not warrant that such feature will be error-free.

c. Security Software: In addition, in its sole discretion, Spectrum may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Spectrum to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Spectrum and its third party suppliers of any such security software do not guarantee its accuracy, efficacy or performance. Subscriber understands and agrees that Spectrum and its third party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.

d. Third Party Sites: When Subscriber uses the Internet Service and/or accesses Spectrum web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Spectrum provides these links as a convenience and they are not under the control or ownership of Spectrum. The presence of a link to any Third Party Site is not an endorsement by Spectrum of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Subscriber's use of any third party site is governed by the various legal agreements and policies posted at that web site.

e. Bandwidth.

i. Subscriber understands and agrees that Spectrum does not guarantee that any particular amount of bandwidth on the Spectrum network or that any speed or throughput of Subscriber's connection to the Spectrum network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Spectrum's control, and system failures, modifications, upgrades and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors.

ii. Subscriber understands that Spectrum may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Spectrum's AUP. Subscriber should reference Spectrum's AUP for additional details.

iii. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Spectrum may employ reasonable network management techniques as identified in Spectrum's AUP and Spectrum's Network Management Disclosure Statement.

iv. Subscriber's sole and exclusive remedies under the Terms of Service are as set forth in these Terms of Service. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.

12. Limitation of Liability/Exclusive Remedy: Spectrum's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Spectrum of any obligation Spectrum may have under these Terms of Service, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Spectrum to Subscriber. In addition, Spectrum shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Spectrum shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

13. Mailbox Deactivation: Subscriber agrees that Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason, after which any associated mailbox content (e.g., emails, attachments, etc.) will be destroyed. Spectrum may also limit the number of new email addresses available per account. Spectrum may also limit the number of emails that can be sent within a specific time period, and if Subscriber does not access a Spectrum mailbox for an extended period of time as determined by Spectrum from time to time, Spectrum may lock the mailbox and prohibit the mailbox from receiving new email messages and/or reclaim the mailbox, including any sub-accounts associated with the mailbox. Subscriber understands that upon disconnecting from Spectrum's Internet service, Spectrum will suspend the account and delete the contents of the mailbox, if any, at that time.

14. Mail Storage: In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, such electronic mail for any period of time. Spectrum also reserves the right to enforce email storage limits.

15. Network Security and Management: Subscriber agrees that Spectrum may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Spectrum may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in Spectrum's AUP. Spectrum may take these actions, with or without notice, in situations where Spectrum believes, in its sole discretion that Subscriber may harm the Spectrum network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Spectrum considers in its sole discretion to be spam or other malicious code or software. Subscriber agrees that Spectrum is entitled to damages if Subscriber is transmitting or is otherwise connected with spam or other malicious code or software. Subscriber agrees Spectrum is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Spectrum liquidated damages of five dollars (U.S. \$5.00) for each piece of spam or other malicious code or software transmitted from or otherwise connected with Subscriber's account.

16. Additional Terms for WiFi Services Spectrum's WiFi service provides wireless Internet access within Subscriber's residence through a Spectrum-provided wireless router ("Home Network"). Spectrum WiFi accessed beyond the Home Network may be subject to additional terms and conditions. Subscriber acknowledges and agrees that certain wireless routers provided by Spectrum may be preconfigured to distribute a separate wireless signal that is independent from your Home Network. Subscriber may at any time disable the Spectrum-provided wireless router from transmitting the separate wireless signal. Subscriber acknowledges that the wireless router provided by Spectrum used to support the Home Network is Spectrum Equipment.

17. General Subscriber Responsibilities and Warranties: When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a user name and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their user name and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the Terms of Service and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.

18. Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Spectrum's network and other subscribers. For purposes of clarification, Spectrum

hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.

19. Amendment: Spectrum may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Spectrum may notify Subscriber of any such changes by posting notice of such changes on Spectrum's website at www.spectrum.com/policies/terms-of-service.html, under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify Spectrum that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.

20. Entire Agreement: The Terms of Service shall be posted at www.spectrum.com, under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend the Terms of Service.

Spectrum Residential Voice Services Agreement

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF SPECTRUM VOICE SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR SPECTRUM RESIDENTIAL SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Charter Communications Operating, LLC., through its voice affiliates, ("Spectrum") is pleased to provide its residential Voice Service to you ("Subscriber") in accordance with these terms and conditions which incorporate and include the General Terms and Conditions for Spectrum Residential Services, the Spectrum Voice Residential Services Price Guide ("Price Guide") and the Spectrum Privacy Policy, as they may be changed from time to time (collectively, "Terms of Service"), all of which may be found at www.spectrum.com, under "Terms of Service/Policies" and "Your Privacy Rights."

Subscriber's use of Spectrum Voice™ Service (also, "Voice Service") shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Subscriber must activate all Spectrum Voice Services ordered. Spectrum shall have no liability whatsoever if the subscriber does not activate such Services. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Voice Service and notify Spectrum's Customer Service Department at 1-888-438-2427 to terminate the Voice Service. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above.

This agreement (the "Agreement") is a binding legal document that may be amended unilaterally by Spectrum with or without notice to Subscriber.

Spectrum regularly updates and amends these Terms of Service. Subscriber should consult Spectrum's website www.spectrum.com to be sure Subscriber remains in compliance.

1. **Services Provided:** Spectrum Voice Service provides unlimited and/or measured calling within the United States and to those countries and US territories described in calling plans identified in the applicable Price Guide, in accordance with these terms and conditions. Subscribers must reside in an area where Spectrum is authorized to provide Voice Service and where, in Spectrum's sole discretion, it is technically and operationally feasible. Residential Voice Service is only intended for use by Subscriber, Subscriber's family and guests, and persons residing at Subscriber's residential premises, including persons temporarily subleasing Subscriber's residential premises.

2. **Monthly Service Fee:** Subscriber agrees to pay the monthly service charge for Spectrum Voice Service which is comprised of various fees and related taxes and surcharges. Spectrum reserves the right to increase or decrease any fee for Voice Service offered. Fees for Spectrum Voice Service shall be posted in the applicable Price Guide at www.spectrum.com, under "Terms of Service/Policies." Spectrum Voice Service will be terminated in the event Subscriber does not pay. Certain fees for Spectrum Voice Service are based upon periodic studies that analyze the intrastate, interstate and international minutes of all customers purchasing Voice Service.

3. **Voice Service Features:** Spectrum Voice Service is offered with the features below.

a. **Calling and Features:** Includes local, regional and/or long distance calling within the United States and to those countries and US territories described in calling plans identified in the applicable Price Guide, along with those calling features pertaining to each calling plan. Feature availability may vary by service area. A detailed list of features and calling plans may be found in the Price Guide at www.spectrum.com, under "Terms of Service/Policies." Direct dialed calls outside the coverage of any calling plan are available with per-minute charges or with one of Spectrum's International calling plans. Existing Subscribers who may purchase a plan other than a plan described in this Agreement, can find a description of their plan in the Price Guide.

b. **E-911:** Enhanced 911 ("E-911") is a feature of Spectrum Voice Service that allows emergency operators to automatically receive the telephone number and address of the dialing party. This E-911 feature has certain requirements in order to operate, as well as certain limitations:

- i. **IMPORTANT:** The emergency service provider handling the E-911 call, and the address the emergency service provider will see, are linked to the service address Spectrum has on file when Subscriber originally signed up for service. If Subscriber does not correctly identify where Subscriber's voice modem is actually located, or if the voice modem is moved away from the original service address, Subscriber's E-911 calls may be misdirected to the wrong location(s) or to the wrong emergency service provider(s). Therefore, in order to have E-911 calls routed correctly, Subscriber agrees not to move the voice modem from the service address at which it was installed by Spectrum and acknowledges responsibility to promptly notify Spectrum of any change in service address prior to moving the voice modem.

- ii. **IMPORTANT: Keeping Your Phone Number:** Please be aware that during the first 72 hours of arriving at Subscriber's new service address, if Subscriber dials 911 from their Spectrum Voice Service, Subscriber must relay to the emergency service operator the new (current) service address. This is necessary to ensure emergency services are dispatched to Subscriber's new service address and not the old service address in the event the emergency services operator may not have the new location in their records.

- iii. Spectrum Voice Service does not have its own power supply. If there is a power outage, or if there is a disruption to the cable network or facilities, the Voice Service will not work. Subscriber expressly acknowledges that in such cases it will not be possible to place or receive calls including calls to access emergency 911 services.

- iv. If Subscriber chooses, Subscriber may separately purchase a battery backup for use with the voice modem by calling Spectrum at 1-888-438-2427. Each battery backup is designed to provide standby power for the battery life chosen by the Subscriber, and at least 5 hours of "talk" time, during a power outage at Subscriber's residence that is not also a network-related outage.

- v. In some locations, E-911 service may not yet be available. Such services are dependent on the equipment and facilities of the local governments in which Spectrum provides Voice Service. In such cases, regular 911 service will be available and Subscriber will need to convey the location information to the emergency operator.

c. **Number of Lines:** Subscribers to Spectrum Voice Service can purchase up to two (2) lines at their service address.

d. **Installation:** Spectrum Voice Service offers professional installation and self-installation (not available in all areas).

- i. Professional installation includes activation of all existing working phone jacks or the installation and activation of one phone jack if there is not currently a working phone jack in Subscriber's residence. Additional wiring charges may apply if Subscriber requests additional jacks to be installed or activated. Additional charges may also apply for special construction needed to complete the installation. Spectrum also provides and installs a voice modem, or Multimedia Terminal Adaptor (MTA), that is used to communicate with our private communications network.

- ii. Self-installation (not available in all areas) provides the option for the Subscriber to pick-up a voice modem or MTA from a Spectrum retail location or have that equipment shipped to their home. Upon receipt of the equipment, the Subscriber must follow self-installation instructions provided by Spectrum. In order to qualify for self-installation the following installation conditions must be met: Subscriber's home's phone system must consist of a base unit with any additional cordless phones supported by the base unit; Subscriber's alarm, security and fax systems must not be dependent on Spectrum Voice Service; Subscriber's most recent voice provider was Spectrum, or Subscriber has had active Spectrum services in the last 2 years; and Subscriber will not need outlets moved or added.

Spectrum does not provide a handset. Subscriber is responsible for maintaining all inside wire and phones within the home. Subscriber has the option of Spectrum's Wire Maintenance Insurance that may help avoid costly repair charges. For a low monthly fee,

we can provide repair service for Subscriber's jacks and inside wiring. (The wiring must meet certified technical standards.) Wire maintenance is included in some bundles. For more information about Wire Maintenance Insurance, go online to Spectrum's Wire Maintenance plan information at www.spectrum.net/wiremaintenance. In certain buildings such as multiple dwelling units, Spectrum's technicians may not have access to Subscriber's inside wiring located within the multiple dwelling unit. In these instances, Spectrum has the right to determine how best to wire Subscriber's residence, subject to additional applicable charges.

e. International Calling: Spectrum Voice Service offers a per minute calling plan for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses to use this service Subscriber will be charged for direct-dial international calls in addition to the flat monthly recurring rate that Subscriber pays for Spectrum Voice Service. Spectrum Voice Service also offers optional flat rate international calling plans for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses an international plan, Subscriber will be charged a flat monthly fee for direct-dial international calls in addition to the monthly recurring rate that Subscriber pays for Voice Service. After Subscriber's monthly international calling plan minutes are used, unless Subscriber's plan includes unlimited international calling, each additional minute will be charged at a per-minute rate. For both per-minute international calling and international calling plans, calls are measured in increments of one minute. All calls which are a fraction of a minute are rounded up to the next whole minute. Timing on completed calls begins when the call is answered by the called party. Answering is determined when call signaling provided by the terminating local carrier, and/or any intermediate carrier(s), so indicate. Timing terminates on all calls when the calling party hangs up or when Spectrum's network receives a termination signal from the terminating local carrier and/or any intermediate carrier(s). Unused minutes per month do not roll over to the next month. You may access international rates and information about international calling plans online at www.spectrum.net/rates.

f. Voice Service Modifications: Spectrum may, from time to time, offer additional Voice Service features or functionality, or discontinue certain Voice Service features or functionality. Information about these features or functions will be available in the applicable Price Guide at www.Spectrum.com, under "Terms of Service/Policies." These additional Voice Services features or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

g. Caller Name: Spectrum Voice Service will associate Subscriber's name on the Spectrum account to the telephone number to be displayed in association with the caller name lookup services ("CNAM") provided as part of the Voice Service for all calls made from any of the Spectrum telephone numbers on the account. In the event that Subscriber wishes to modify the caller name associated with the CNAM, Subscriber agrees to the following: caller name submission(s) shall not mislead or impersonate any person or company; caller name submission(s) shall not contain false information and shall accurately represent the name of the person that subscribes to the Voice Service and that is included in directory listings, if any; caller name submission(s) shall not contain abusive, defamatory, vulgar, obscene, racist or any other language objectionable to any person or entity as determined by Spectrum, in its sole discretion; and caller name submission(s) shall comply with all relevant laws, rules and regulations.

h. Outgoing Number: Subscriber's outgoing calls must use an active, valid telephone number assigned to Subscriber. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls.

i. Robocall Management: Subscriber may manage its per telephone number call-blocking preferences by accessing its account at [Spectrum.net](https://spectrum.net) and then selecting the Call Guard feature. Subscriber may manage Robocall settings, review blocked calls, add/remove trusted numbers, and report misidentified/blocked calls. Incoming Caller ID alerts will display calls as normal or as spam. Blocked calls will not be displayed. Subscriber may report misidentified or blocked calls at <https://reportspam.spectrum.com>. Calls blocked through Spectrum's network management practices will not be delivered to Subscriber or affected by Subscriber's call-blocking preferences.

4. Voice Service Limitations:

a. Service Outages: The Spectrum Voice Service modem is electrically powered and will not work in a power outage or if the broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Voice Services connected to or powered by it, will not work. Power outages will disrupt E-911 service and the use of Spectrum Voice Service as the connection between a home security system and central monitoring services. To reduce this risk, Subscriber may choose to purchase a battery backup for use in the event of a non-network related outage.

b. Home Security Systems: Although Spectrum Voice Service will supply a connection that will allow the operation of Subscriber's existing home security system, Spectrum does not guarantee that any such system will be in complete operational order following the installation of the Voice Service. As such, it is Subscriber's obligation to contact their home security system provider to inform them of Spectrum Voice Service installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Voice Service. In addition, it is Subscriber's responsibility to test their system on a regular basis. In the event of a power outage or network outage (whether unplanned or maintenance related), Subscriber's Voice Service, including any home security system which uses the Voice Service to connect to central station monitoring, will not function. As set forth in Section 3(b)(iv) above, Subscriber may separately purchase a battery backup for use with their voice modem in the instance of a non-network related outage.

Like any other communications service provider, we do not represent that our service is fail-safe. In addition, Spectrum prohibits the use of Spectrum Voice Service as the connection between medical alert systems and a central station monitoring service, and will neither connect to such services nor provide technical support for the connection.

c. Additional Limitations:

- i. Currently, certain operator-assisted services such as busy line verification and busy line interruption, dial around services (10-10-XXX), pay services (900 and 976 services), and third party billing are not offered with Voice Service.

- ii. If Subscriber receives Voicemail, Subscriber may be eligible for voice-to-text or voice-to-email ("Readable Voicemail") as part of the Voicemail feature. As a result of the voice-recognition software used by Spectrum, some processed messages may not be fully transcribed and will appear as incomplete messages. In such cases, Subscriber may obtain the full message by listening to the Readable Voicemail message. As a condition of using the voice-to-text or voice-to-email feature, Subscriber consents to allow Spectrum, or its service vendors, to process those voice files and to use voicemail

messages, and other data associated with such messages, to enhance and/or improve the feature.

- iii. Spectrum's obligation to furnish Voice Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment. Spectrum may limit communications, refuse to provide Voice Services or discontinue Voice Services when necessary because of: (i) the lack of transmission medium, transmission capacity or any other facilities or equipment; (ii) the lack of available services from, or interconnection with, the services or facilities of service providers; or (iii) any cause beyond Spectrum's control.

- iv. Spectrum shall use reasonable efforts to make Voice Services available by the estimated service date. Spectrum shall not be liable for any damages resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, delays in actual construction work being done by Spectrum, including its contractors or representatives, and any delays due to any other service provider where Spectrum is relying upon such provider to meet an estimated due date which is beyond Spectrum's control.

- v. Spectrum offers the use of its facilities for communications between Subscriber and other parties. Spectrum is not responsible, and shall have no liability, for any communications or miscommunications between Subscriber (including any users) and other parties (including operator-assisted, 911 and E-911 calls).

- vi. At Spectrum's discretion, facilities of other service providers may be used in establishing connections to points not reached by Spectrum's facilities. In establishing connections with other providers, Spectrum is not responsible or liable for any action or inaction of other service providers.

- vii. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Subscriber.

d. Equipment: Spectrum Voice Service requires a voice modem. Spectrum will supply a voice modem for so long as Subscriber remains a Voice Service Subscriber or until Spectrum changes its Voice Service offering. Depending on the Spectrum Voice Service plan, there may be a monthly charge for the voice modem. Upon termination of Spectrum Voice Service for any reason, Subscriber may be asked to return the Spectrum-supplied voice modem within thirty (30) days or Subscriber will be charged an equipment fee equal to the fee charged by Spectrum at the time the voice modem was supplied by Spectrum. An exception to this return policy is when the modem is also supporting Internet service, in which case Subscriber may continue to use the modem until such time as Internet is no longer provided or Spectrum requests a substitution of the modem. Equipment and facilities furnished by Spectrum to provide Voice Service (except for inside wiring and inside jacks) are the property of Spectrum. Telephone numbers assigned to Subscriber by Spectrum are portable and transferable with Subscriber at the same location; however, Subscriber has no property right in telephone number(s) or any other call number designations associated with the Voice Services, and Spectrum may change such numbers as deemed necessary.

5. Term: Spectrum Voice Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Spectrum for breach (including nonpayment) of this Agreement, or otherwise terminated by Spectrum in accordance with the Terms of Service.

6. Directory Listing: Spectrum Voice Service offers Subscriber a Private Number service as the default, or a directory listing upon request. Depending on the location and Subscriber's preference, Spectrum Voice Service may include one (1) basic directory listing in an alphabetical white pages directory, or other comparable online directory, containing an alphabetical list of names, telephone numbers and addresses of all telephone customers in a particular geographic area set by the publisher. The alphabetical list of customer names is for the purpose of informing interested parties of the telephone number and address of listed customers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. Spectrum limits the length of any listing in the directory by the use of abbreviations when, in Spectrum's opinion, the clarity of the listing or the identification of the customer is not impaired by doing so. The duration of directory listings, when the listings have been published, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers. Spectrum's liability for directory listing errors or omissions is set out in Section 7, "Limitation of Liability."

7. Limitation of Liability:

a. Spectrum Voice Service is provided "AS IS." THE LIABILITY OF SPECTRUM, OR ITS SERVICE VENDORS, FOR DAMAGES OR LOSSES ARISING OUT OF THE FURNISHING OF VOICE SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFAULTS, REPRESENTATIONS OR USE OF THE VOICE SERVICES, OR ARISING OUT OF THE FAILURE TO FURNISH THE VOICE SERVICE, INCLUDING E-911/911 SERVICE, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, AND/OR LOSS OF ELECTRICAL POWER, SHALL BE LIMITED TO AN ALLOWANCE PRORATED FOR THE TIME PERIOD OF THE VOICE SERVICE INTERRUPTION. SPECTRUM, INCLUDING ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES THAT A SUBSCRIBER, OR SUBSCRIBER'S USERS, MAY SUFFER. FINALLY, SPECTRUM, AND ITS SERVICE VENDORS, SHALL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTIONS IN VOICE SERVICE OR FOR ANY DAMAGES OR LOSSES DUE TO THE FAULT OR NEGLIGENCE OF SUBSCRIBER, ANY SUBSCRIBER USER, OR ANY OTHER PARTY OR PERSON(S), OR DUE TO THE FAILURE OR MALFUNCTION OF SUBSCRIBER-PROVIDED OR USER-PROVIDED EQUIPMENT OR FACILITIES, OR DUE TO THE FAILURE OF SUBSCRIBER TO FULFILL ANY OBLIGATION UNDER THIS AGREEMENT.

b. Directory Listings. SPECTRUM'S LIABILITY FOR DAMAGES DUE TO ERRORS OR OMISSIONS IN DIRECTORY LISTINGS WILL BE LIMITED TO A ONE-TIME CREDIT EQUAL TO ONE MONTH'S RECURRING MONTHLY FEE FOR THE VOICE SERVICE (NOT INCLUDING ONE TIME CHARGES, MEASURED AND PER-CALL CHARGES AND RELATED TAXES AND FEES). SUBSCRIBER AGREES TO INDEMNIFY AND HOLD SPECTRUM HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE PUBLICATION OF A LISTING WHICH SUBSCRIBER HAS REQUESTED TO BE

OMITTED FROM THE APPLICABLE WHITE PAGES DIRECTORY, INCLUDING ANY ONLINE DIRECTORY, OR THE DISCLOSING OF SUCH A LISTING TO ANY PERSON (INCLUDING ANY MISTAKE OR ERROR IN SUCH LISTING).

8. Installation: Charges for installation services and equipment will be charged at the then current rate in effect.

9. Taxes: Applicable fees, taxes and surcharges, if any, will be added to Subscriber's monthly bill. For non-Spectrum Pricing Plan packages, applicable fees, taxes and surcharges, will be disclosed on your monthly bill in addition to the Voice Service rate. For Spectrum Pricing Plans, applicable fees, taxes and surcharges will be included in the monthly rate you pay and disclosed in the Billing Information section of your bill.

10. Proprietary Rights: Spectrum and/or its service vendors own all rights in and to the Voice Services. Subscriber has a limited right to use the Voice Service in accordance with these Terms of Voice Service. However, the Terms of Service do not grant Subscriber (or any user) any rights to, or interests in, patents, copyrights, database rights, trade secrets, trade names, trademarks or service marks (whether registered or unregistered), or any other rights or licensees related to Spectrum Voice Service (including all of its features) or any related documentation.

11. Prohibited Uses:

a. Non-Residential Use: Spectrum Voice Service may be used as a residential voice service only and may not be used for commercial purposes, including, but not limited to, telemarketing, call center services, medical transcription or facsimile broadcasting. In addition, auto-dialers and predictive dialers may not be used with Spectrum Voice Service. Spectrum Voice Service is intended to be used consistent with its intended normal residential use. For instance, unlimited voice plans are intended to be used for continuous live dialog between Subscriber and a third party. Certain other activity such as excessive consistent usage, unusual call patterns, and lack of continuous dialog activity may be presumed indicative of use that is inconsistent with normal residential use of the Voice Service in violation of the Terms of Service. Voice Service may not be used to interfere with or impair Service over any facilities and associated Spectrum equipment, or to impair the privacy of any communications over such facilities and associated Spectrum equipment. Voice Service may not be used in any way, including by combining Service features, as to change the functionality of the Voice Service or its component features in any manner that is inconsistent with standard residential calling patterns and practices or the Terms of Service. Such non-standard calling patterns and practices include, but are not limited to, use of 3-Way Calling, Call Forwarding, and/or non-Spectrum equipment that results in unusually high traffic volumes or excessive long distance usage. Spectrum, in its sole discretion, reserves the right to: (i) reclassify Subscriber's Voice Service from residential to business, and to immediately apply business rates in the event of misuse or excessive use of the Voice Service by Subscriber, including any users of Subscriber's Voice Service; or (ii) immediately terminate Subscriber's Voice Service for such misuse or excessive use.

b. Fraud; Illegality: Spectrum may block calls that are made to certain countries, cities or telephone exchanges, or that use certain authorization codes if, in its sole discretion, Spectrum deems it reasonably necessary to prevent unlawful or fraudulent use of the Voice Service. Subscriber is responsible for securing Subscriber's telephone equipment, and Spectrum's equipment located at Subscriber's premises, from being used to place fraudulent calls using Spectrum Voice Service provided to Subscriber. Subscriber

is also responsible for any fraudulent or unauthorized use of the Voice Service that occurs through Subscriber's account regardless of who is responsible for such usage. Subscriber shall be solely responsible for payment of all applicable charges for Voice Service provided by Spectrum and charged to Subscriber's account, even where calls are originated by fraudulent means either from Subscriber's premises or from remote locations. Spectrum is not liable for any damages or fees, including toll usage charges, Subscriber may incur as a result of unauthorized use of the Voice Service provided to Subscriber. Unauthorized use of Subscriber's facilities may include, but is not limited to, the placement of calls from Subscriber's premises and the placement of calls through Subscriber's equipment that are transmitted or carried on Spectrum's network. Misuse of Voice Service could include voice modem hijacking, excessive usage of International calling, 411 directory assistance calls and other per-use charges.

c. Violations. In addition, Spectrum reserves the right to discontinue Voice Service when Subscriber or its users is using the Voice Service in violation of law or the provisions of the Terms of Service.

12. Amendments: Spectrum may, in its sole discretion, change, modify, add or remove portions of this Agreement and any of the Terms of Service at any time. Spectrum may notify Subscriber of any such changes by posting notice of such changes on Spectrum's website at www.Spectrum.com, under "Terms of Service/Policies," or sending notice via electronic mail or U.S. postal mail. Subscriber's continued use of Spectrum Voice Service following such change, modification or amendment shall be deemed to be Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Voice Service and notify Spectrum that Subscriber is terminating the Voice Service. In addition, this Agreement is subject to change in compliance with applicable law without notice.

13. Entire Agreement: This Agreement shall be posted along with the Terms of Service governing Subscribers' use of Spectrum Voice Service at www.Spectrum.com, under "Terms of Service/Policies," and are the only terms and conditions that govern Spectrum Voice Service. No undertaking, representation or warranty made by any agent or representative of Spectrum in connection with the sale, installation, maintenance or removal of Voice Services shall modify or amend this Agreement or the Terms of Service.

Residential Customer Guarantees

[Read the Customer Guarantee details here](#)

Age Consent

By checking / signing below, you acknowledge that you (1) are 18 years of age or older, (2) have reviewed and agree to purchase the equipment and / or services described in the order and, (3) have read and agree to be bound by Charter's policies and terms of service.

Date and Time of Acceptance: [1/3/2025 10:36 PM UTC]