

March 15, 2022

Dear Municipal Official:

Pursuant to 207CMR §§ 10.01(2) and as required by the Massachusetts Department of Telecommunications and Cable, please find enclosed the following:

- Billing Practices and Equipment Notice (Annual Customer Notification)
- Sample Subscriber Bill
- Sample Work Order

If you have any questions regarding this information, please contact me at john.maher@charter.com.

Thank you.

Sincerely yours,



John R. Maher
Director of Government Affairs



February 15, 2022

Account Number:

Security Code:

Service At:

WORCESTER MA 01602-2630

Auto Pay Notice

Have questions about your bill?

Visit us at Spectrum.net/billing

Or, call us at 855-75-SPECTRUM (1-855-757-7328)

Summary

Service from 02/15/22 through 03/14/22
details on following pages

Previous Balance	275.81
Payments Received -Thank You!	-275.81
Remaining Balance	\$0.00
Spectrum TV™	165.94
Spectrum Internet™	64.99
Spectrum Voice™	19.99
Other Charges	15.00
Taxes, Fees and Charges	9.89
Current Charges	\$275.81
YOUR AUTO PAY WILL BE PROCESSED 02/25/22	
Total Due by Auto Pay	\$275.81

Thank you for choosing Spectrum.

We appreciate your prompt payment and value you as a customer.

Auto Pay. Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum account the day after your transaction is scheduled to be processed by your bank.



4145 S FALKENBURG RD RIVERVIEW FL 33578-8652
8634 0080 NO RP 15 02182022 NNNNNNNN 01 996857



WORCESTER MA 01602-2658

NEWS AND INFORMATION

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum TV and Spectrum Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Voice are detailed in the Billing Information section.

Enrolled in Auto Pay: Your Auto Pay payment will be deducted on your due date.

Unreturned Equipment Information. Effective on or after 04/01/2022 updated fees for Unreturned Equipment will apply. You will only see these charges on future bills if you have any equipment that you haven't returned.

- Digital Receiver decreases from \$103.00 to \$97.00.
- D3 and newer Modem models (wired or wireless) increases from \$59.00 to \$60.00.
- Wireless Router increases from \$61.00 to \$76.00.
- Multipoint Access Point decreases from \$69.00 to \$64.00.
- D3 AWG2 Modem decreases from \$78.00 to \$60.00.
- EMTA Router (4 port or above) increases from \$74.00 to \$81.00.
- Business Set Back Box decreases from \$163.00 to \$136.00.
- Access Point increases from \$130.00 to \$166.00.
- ATA increases from \$26.00 to \$37.00.
- EPON ONU decreases from \$260.00 to \$95.00.

Moving? We'll transfer your services and have you connected before you're even unpacked. Manage your account with the My Spectrum App and learn about self-install options to handle your move on your terms. Call 1-855-811-8242 or visit Spectrum.net/easymove.



February 15, 2022

Account Number:

Service At:

WORCESTER MA 01602-2630

Total Due by Auto Pay

\$275.81

SPECTRUM
PO BOX 7173
PASADENA CA 91109-7173

835012001403487500275818

February 15, 2022



Account Number: [REDACTED]
Security Code: [REDACTED]

Have questions about your bill?

Visit us at Spectrum.net/billing
Or, call us at 855-75-SPECTRUM (1-855-757-7328)

8634 0080 NO RP 15 02182022 NNNNNNNN 01 996857

Charge Details

Previous Balance	275.81
EFT Payment 01/25	-275.81
Remaining Balance	\$0.00

Payments received after 02/15/22 will appear on your next bill.

Service from 02/15/22 through 03/14/22

Spectrum TV™

Spectrum TV Silver	101.99
Digital Receivers and Interactive Services 4 Receivers at \$7.99 each	31.96
DVR Service	19.99
Digi Tier 2	12.00
	\$165.94

Spectrum TV™ Total \$165.94

Spectrum Internet™

Internet Service	64.99
Includes A TV Bundle Discount	
	\$64.99

Spectrum Internet™ Total \$64.99

Spectrum Voice™**Phone number (508) 792-2315**

Unlimited Long Distance	19.99
Pkg Includes: Phone Line, Modem, Up To 23 Calling Features, Calling Within U.S., Canada, Mexico, Puerto Rico, Guam & The Virgin Islands	
	\$19.99

For additional call details and terms of service, please visit spectrum.net/calldetails.

Spectrum Voice™ Total \$19.99

Other Charges

Wire Maintenance	4.99
3play Wire Maint Free	-4.99
Broadcast TV Surcharge	15.00
Other Charges Total	\$15.00

Taxes, Fees and Charges

FCC Admin Fee	0.07
Franchise Fee	9.35
State And Local Fee	0.11
Public Access - Franchise Related Costs	0.36
Taxes, Fees and Charges Total	\$9.89

Current Charges	\$275.81
Total Due by Auto Pay	\$275.81

Messages continued from page 1

Small Business Owners: Stop overpaying for Business Internet and Business Phone. Call Spectrum Business for exclusive offers that can help you save up to 50%! **Call 1-866-553-4356 today.**

Download the latest version of the My Spectrum App from your device's app store. The My Spectrum App makes it easier than ever to manage your Spectrum services. A hassle-free experience with one convenient place for handling all your account needs.

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Continued on the next page....

Local Spectrum Store: 867 Grafton St, Worcester MA 01606 Store Hours: Mon thru Sat - 10:00am to 8:00pm; Sun - 12:00pm to 5:00pm or 68 Stafford Street, Unit 9, Worcester MA 01603 Store Hours: Mon thru Sat - 10:00am to 8:00pm and Sun - 12:00pm to 5:00pm



For questions or concerns, please call 1-855-757-7328.



Account Number:
Security Code:

**Have questions about your bill?**

Visit us at Spectrum.net/billing
Or, call us at 855-75-SPECTRUM (1-855-757-7328)

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The following taxes, fees and surcharges are included in the price of the applicable service - TAXES: STATE AND LOCAL SALES TAX \$0.55, FEES AND CHARGES: E911 FEE \$1.50, FEDERAL UNIVERSAL SERVICE FUND \$0.89.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Programming Changes - For information on any upcoming programming changes, please consult the Legal Notices published in your local newspaper and on spectrum.net/programmingnotices.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Insufficient Funds Payment Policy - Charter may charge an insufficient funds processing fee for all returned checks and bankcard charge-backs. If your check, bankcard (debit or credit) charge, or other instrument or electronic transfer transaction used to pay us is dishonored, refused or returned for any reason, we may electronically debit your account for the payment, plus an insufficient funds processing fee as set forth in your terms of service or on your Video Services rate card (up to the amount allowable by law and any applicable sales tax). Your bank account may be debited as early as the same day payment is dishonored, refused or returned. If your bank account is not debited, the returned check amount (plus fee) must be replaced by cash, cashier's check or money order.

Interactive Guide Services - Provides access to the electronic program guide - to receive program information, perform efficient channel surfing, use parental controls and access to order Pay-Per-View & On Demand (where available).

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Service Interruptions - We must restore loss of cable service within 24 hours of being notified, unless prevented by situations beyond our control. You may obtain credit for loss of cable service for more than 24 continuous hours by notifying us of your service loss.

Video Closed Captioning Inquiries - Spectrum provided set-top boxes for video consumption support the ability for the user to enable or disable Closed Captions for customers with hearing impairment.

For immediate closed captioning concerns, call 1-855-707-7328 or email closedcaptioningsupport@charter.com.

To report a complaint on an ongoing closed captioning issue, please send your concerns via US Mail to W. Wesselman, Sr. Director, 2 Digital Place, Simpsonville, SC 29681, send a fax to 1-704-697-4935, call 1-877-276-7432 or email closedcaptioningissues@charter.com.

Franchise Administrator - City of Worcester MA Dept of Telecom & Cable Consumer Division 1000 Washington St Suite 600 Boston MA 02118-6500 Phone: (800) 392-6066 or (617) 305-3531

Voice Fees and Charges - These include charges, to recover or defray government fees imposed on Charter, and certain other costs related to Charter's Voice service, including a Federal Universal Service Charge and, if applicable, a State Universal Service Charge to recover amounts Charter must pay to support affordable telephone service, and may include a state Telecommunications Relay Service Fee to support relay services for hearing and speech impaired customers. Please note that these charges are not taxes and are subject to change. For more information, visit spectrum.net/taxesandfees.

Spectrum Voice Provider - Spectrum Advanced Services, LLC

Timely Payment - If your payment is not received by the next billing statement, your account is subject to interruption of service. Charter equipment may be rendered non-functional prior to termination. You may be subject to a change of service charge to reinstate your digital channels and Internet service when function is restored.

Statements with Zero or Credit Balances - Customers with a zero or credit balance on their bill will not receive a paper statement.

Video On Demand (VOD) and Pay-Per-View (PPV) - To order, your account must be current. To prevent unauthorized use of these services in your household, you are responsible for setting up a PIN number, parental control and/or rating preference. Charter will not issue a credit for the following: 1) unauthorized use, 2) ordering a PPV event or movie which you are not present to view, 3) failure to report a reception problem that occurs during the ordered movie or event, or 4) failure to report non-delivery of an ordered movie or event.





Account:
Security Code:



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Or, call us at 855-75-SPECTRUM (1-855-757-7328)

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**Switch and Save
up to 50%^{*} on Your
Business Internet
and Phone.**



The service you trust
at home has the
best value for
your business.



Spectrum Business Internet

Get fast 200 Mbps starting speeds
—up to 1 Gbps[†] available—with
FREE online features
(\$50/mo value⁼).



Spectrum Business Voice

Keep your current number
and get unlimited local and
long distance calling with
35+ advanced features.

NO CONTRACTS. NO ADDED VOICE TAXES. NO HIDDEN FEES.

SEE HOW MUCH YOUR BUSINESS CAN SAVE



Call 1-866-898-7960



Or visit Business.Spectrum.com

Limited-time offer; subject to change. Qualified new business customers only. Must not have subscribed to applicable services w/ in the last 30 days & have no outstanding obligation to Charter. ^{*}Based on average savings with Spectrum Business promo rates vs. competitors' non-promo rates for Internet & 2 phone lines. Actual savings may vary. [†]Spectrum Business Internet Gig requires Spectrum Gig capable modem. Speed based on download speed on wired connection. Wireless speed may vary. Available speeds may vary by address. ⁼Value based on retail price for comparable services. Services subject to all applicable service terms & conditions, which are subject to change. Services & promo. offers not avail. in all areas. Standard pricing applies after promo. period. Installation & other equipment, taxes & fees may apply. Restrictions apply. Call for details. © 2022 Charter Communications, Inc.

RAP-2202-VDP
SAIMF01B

Spectrum Residential General Terms and Conditions of Service

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 Subscribers 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 cancellation 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, service 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 otherwise 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 the Terms of Service.

CHARTER COMMUNICATIONS

First #:

Job #: 282449

Order #: 10000627068240160001

Sched Date/TS: 03/03/2022 12-1P

Type: 0W: COS HSD

Create: 03/02/2022 17:21

Disp Status: COMPLETE

Assigned: 03/03/2022 12:15

Customer Details:

Cust #: 1103564840529

VIP Ind:

SMisc:

Registration:

CreditClass:

Job Reasons:

SA:SALESBYINBND

Resolution Codes:

CP0:COMPLETED

Comments:

Dispatch:

JOB: ULLRA UPGRADE

HOUSE: ADDRESS COPIED FROM: XXXXXXXXXXXXXXXX ON: 07/08/2015 SPECTRUM BUSINESS ~ XST EDSON RD BUILT BY DBD ON 7/8/15

ORDER: REMOVED VIDEO AND VOICE SERVICE BUT UPGRADED INTERNET TO ULTRA WITH INSTALL AND ADDED MOBILE,

RECEIPT:

STDNOTES:

WFX:

Requested Products:

Product	Price	Discount	Action	Phone	Port
OE925:B DIRSTING	\$0.00		RMOVE	508-882-1100	
OE910:B BLKINTL	\$0.00		RMOVE	508-882-1100	
OA915:B VOICE LINE	\$0.00	OB	RMOVE	508-882-1100	
OE950:B EXTNDLNG	\$0.00		RMOVE	508-882-1100	
OA999:B VOICE	\$0.00		RMOVE		
OE755:B STATICIP5	\$0.00		RMOVE		
OE701:WIFIPTOUTAW	\$0.00		RMOVE		
OE720:B DESKTOPSEC	\$0.00		RMOVE		
OE710:B WEB HOSTNG	\$0.00		RMOVE		
OC700:B PLUS	\$0.00	OB	RMOVE		
OC005:B VARIETY	\$0.00		RMOVE		
OV010:B DVRSVC2-4	\$0.00		RMOVE		
OA055:B STD AO	\$0.00		RMOVE		
OA055:B STD AO	\$0.00		RMOVE		
OA055:B STD AO	\$0.00		RMOVE		
OA045:B BRDCSTSV	\$21.00		RMOVE		
OV100:B VOD	\$0.00		RMOVE		
OZ702:SMB CLNUP3.1	\$0.00		RMOVE		
OK744:B ULTRA	\$99.00		NONE		
OE755:B STATICIP5	\$29.99		ADD		
OE703:BWFOOGSTIP	\$0.00		ADD		
OE720:B DESKTOPSEC	\$0.00		NONE		
OC766:BULTRA	\$114.99	OR:VOICE MAIL FREE	ADD		
OA799:B NO BASIC	\$0.00		NONE		
ON120:B DVR RCVR1	\$0.00		RMOVE		
OE255:B SECCONNECT			RMOVE		
OI015:B DVR RCVR			RMOVE		
ON121:B DVR RCVR2	\$0.00		RMOVE		
OE255:B SECCONNECT			RMOVE		
OI016:B DVRRRCVADL			RMOVE		
ON122:B DVR RCVR3	\$0.00		RMOVE		
OE255:B SECCONNECT			RMOVE		
OI016:B DVRRRCVADL			RMOVE		
ON123:B DVR RCVR4	\$0.00		RMOVE		
OE255:B SECCONNECT			RMOVE		
OI016:B DVRRRCVADL			RMOVE		
ON050:B PVTPEMIER	\$0.00	OB	RMOVE		
OA201:B PVTBUSTV		OB	RMOVE		
OA300:BPVTPREMTV		OB	RMOVE		

Equipment:

Serial Number	Cd	Type	Device	Address	Status	Model	Mode	Comp	Cat	RtnPath	Action	Outlet	Subtype
206A94870240	R	86			H	EN2251	1	VC		RF	NONE	A	
D8A756819768	R	R2			H	RAC2V1S		SR			NONE	B	
PKQNMZJNJ	R	YA			D	PKMS802	2	01			NONE	C	CARD
SACHXQWDV	R	Y8			D	SA8640H2	S	VH		RF	NONE	C	CARD
PKQNMKZQR	R	YA			D	PKMS802	2	01			NONE	D	CARD
SACHXQGWV	R	Y8			D	SA8640H2	S	VH		RF	NONE	D	CARD
PKNZVSZQX	R	YA			D	PKM802	2	01		RF	NONE	E	CARD

CHARTER COMMUNICATIONS

Job #: 282449

Order #: 10000627068240160001

Type: OW: COS HSD

Disp Status: COMPLETE

Sched Date/TS: 03/03/2022 12-1P

Create: 03/02/2022 17:21

Assigned: 03/03/2022 12:15

SACKJPDQQ	R Y8	D	SA8640H2	S	VH	RF	NONE	E	CARD
PKQNKKEFJ	R YA	D	PKMS802	2	01		NONE	F	CARD
SACHXNQPG	R Y8	D	SA8640H2	S	VH	RF	NONE	F	CARD
403DEC99348B	R MN	D	SMC1604	1	MD		NONE	G	

Job Custom:

CODcollect:

Bury Drop:

Cust 3:

Cust 4:

PoleAttach:

Cust 6:

RCNT TRK ROLLS:

Cust 8:

Cust 9:

Cust 10:

Cust 11:

Cust 12:

Plant / Custom:

Drop Tag1:

Drop Tag2:

Drop Tag3: P00660897

Amplifier: 16

Bridger Addr: OA0001

Building:

Census Code: 721100

Dwelling Type: SP

Drop Loc: U

Drop Type: 860

Head End: 15

Hookup: Q

House Misc:

House Status: S

Map Code: 14-37

Mgmt Area: CK

LOB Node: OA0001

Pole Num:

Power Supply: A

Router:

Sub Misc:

Service Area:

LstAddDt:

GSCBGRNFA:

AuditorNum:

19A070815:

AuditTrack:

PrePay ID: ZZZZZZZ00

WFX Custom:

Related Products:

Job Num	Product	Price	Discount	Action	Phone	Port
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Work To Do: