

## Customer Service Agreement

### 1. INTRODUCTION —

This Residential Customer Service Agreement (“Agreement”) sets forth the terms and conditions under which WvW agrees to provide Services (as defined below) to you, and under which you, the Customer, agree to accept the Service. In this Agreement, “you” and “your” mean the “Customer” who subscribes to, uses, has access to or receives one or more Services or WvW Equipment (as defined below). “WvW,” “we,” “our,” and “us” means the WvW entity that is providing you with Service. WvW Services include but are not limited to residential or business high speed Internet service, including WvW Wi-Fi, which may include your ability to access over-the-top video content via the Internet, and WvW is collectively referred to in this Agreement as the “Service” or “Services”). Subject to Section 17(f), this Agreement shall remain in effect at all times you are subscribed to and/or receive the Service(s), to include following any changes you or WvW make to the Service(s) you receive or to the WvW Equipment, Customer Equipment or other equipment (as defined in Sections 6 and 7 below) you use.

a. Our Agreement: You will be bound by the terms and conditions in this Agreement applicable to the Services provided, and the WvW Internet Acceptable Use Policy (“AUP”). These Notices and the AUP are posted on the WvW Website at <https://www-wifi.com/> or at another URL WvW may designate from time to time (“WvW Website”). Your use of the Services is also subject to any license agreements relating to any software used in connection with the Services. This Agreement incorporates by reference the terms and conditions of all other service agreements, tariffs and other documents applicable to the WvW Services including without limitation: and (iv) if you subscribe to WvW Internet, the Acceptable Use Policy. Each Service is provided subject to federal, state and local laws, statutes, regulations, and ordinances applicable to such Service (“Applicable Law”).

b. Minimum Term Service Agreements: If you have entered into an Agreement with WvW for a minimum term for services (for example, a 12, 18 or 24 month Agreement) (“Minimum Term Agreement”) the terms and conditions of this Agreement are incorporated by reference into the Minimum Term Agreement. To the extent any term or condition of your Minimum Term Agreement expressly conflicts with any term or condition of this Agreement, your Minimum Term Agreement will govern.

c. Entire Agreement: This Agreement and all of the documents specifically incorporated herein constitute the entire Agreement between you and WvW for the Services. No prior agreement and no written or oral statement, advertisement, or Service description will contradict, explain or supplement it.

d. Acceptance of Agreement: Your Agreement with WvW starts when you accept and continues until your subscription to the Services is terminated, except as otherwise stated herein. Certain provisions of this Agreement will survive termination. You accept this Agreement when you first do any of the following (“Acceptance”) upon or after the Effective Date of this Agreement: (i) sign this Agreement by written or electronic signature, (ii) inform us electronically or orally of your acceptance of this Agreement, (iii) activate any Service provided under this Agreement through a method provided by WvW, or (iv) use or pay for, in whole or in part, your Service.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS AND CONDITIONS AND THE RATES AND CHARGES AS LISTED ON THE WvW WEBSITE, ON YOUR TRANSACTION SUMMARY OR, IF APPLICABLE, THE APPLICABLE TARIFFS ON FILE AT STATE AND FEDERAL REGULATORY AGENCIES AND/OR SERVICE GUIDES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, DO NOT USE THE SERVICES AND IMMEDIATELY TERMINATE YOUR SUBSCRIPTION TO THE SERVICES AND THIS AGREEMENT BY CALLING WvW AT THE CUSTOMER SERVICE NUMBER ON YOUR INVOICE OR ON [WWW-WIFI.COM](https://www-wifi.com) AND RETURN ALL WvW EQUIPMENT, SOFTWARE, AND ASSOCIATED MATERIALS TO WvW.

e. Changes to the Agreement or Service: WvW reserves the right to modify any of the terms and conditions of this Agreement including any aspect of the Services in its sole discretion at any time with or without notice. Such changes

may include for example, changes to rates, the rate plan structure, or payment policies for the Services, rearrangement, changes to the features and content of the Services, configuration and capacity of Services, changes in the features, functionality and technical requirements for WvW Equipment and Customer Equipment, use of vendors to provide Services, limitations of liability, procedures for disputes and policies for termination. In order to receive the Services, you may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

f. **Notice of Material Changes:** WvW will provide you with written notice of any changes that we determine are material to your Services or this Agreement consistent with Applicable Law. You agree that we may provide you with such written notice (i) by sending it via U.S. Mail or commercial overnight mail to your last known billing address in WvW's account records, (ii) by including the notice on or with your WvW invoice, (iii) by sending notice to your email address on WvW's account records, (iv) by hand delivery, or (v) by other lawful means, and you agree that any of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. All such changes will become effective as of the date specified on the written notice and will be posted on the WvW Website and you agree to regularly check your postal mail, e-mail and all postings on the Website or another website about which you have been notified or you bear the risk of failing to do so. The updated version of this Agreement on the WvW Website will supersede any prior version of this Agreement. You agree that your sole recourse if you do not accept any such material change to your Services or this Agreement is to terminate this Agreement within thirty (30) days of our notice to you. If you receive services under a Price Lock Guarantee or other Minimum Term Agreement that requires you to pay an early termination fee and you terminate Services subject to that Minimum Term Agreement as provided in this Agreement upon express written notice from us of a material change in this agreement, you will not be charged an early termination fee under that Minimum Term agreement. Your continued use of the Services after such thirty (30) day period will constitute your Acceptance of this Agreement as modified.

g. **Copy of Agreement or Rates:** A copy of this Agreement and the rates for the Services may be obtained by visiting the WvW Website.

h. **Your Subscription:** You represent to WvW that you are at least 18 years old. Your Acceptance of this Agreement entitles you to use the Services. Your use of the Services is personal to you. If you permit other persons to use the Services, you agree that you are solely responsible and liable for any and all breaches of this Agreement, whether such breach results from your use or use by another person using the Services provided to you, WvW Equipment, or Licensed Software. You are responsible for contacting the WvW customer service number listed on your monthly WvW invoice immediately upon the occurrence of any change in the status of your account, such as, without limitation, a change in individuals authorized to use your account ("Authorized Users"), any changes to your contact information such as name, email address, wireline or wireless phone number, or if you move or any of your Services become subject to a bulk agreement. You agree to keep your contact information, including email address or contact telephone number, up to date and current.

i. **Consent to Contact You:** In order to contact you more efficiently, WvW and our affiliates may at times contact you using autodialer technology, prerecorded or artificial voice message calls, or text messages at the telephone number(s) you have provided us. By providing a mobile phone number, you confirm that you are the current owner/subscriber of the mobile phone number provided or that the current owner/subscriber of this mobile phone number authorized you to provide this number (collectively, "Current Owner") to WvW. You understand that by providing this mobile phone number, the Current Owner consents to being contacted by WvW and our affiliates at the mobile number provided. You agree to notify us immediately if there is any change in the information that you have provided to us, including without limitation any change in your telephone number or mobile telephone number. Failure to do so is a breach of this Agreement. You agree that we and our service providers or agents may place such calls, pre-recorded messages, or texts to communicate with you about your account, service(s) and equipment, and service agreements, including (but not limited to): (i) providing notices related thereto, (ii) resolving technical or billing issues, (iii) informing of installation or other service appointments, (iv) data usage, (v) investigating or preventing fraud, and/or (vi) collecting a debt or outstanding balance ("Informational Communications"). Also, we may share your phone number(s) with such service providers or agents whom we hire to assist us in carrying out these Informational

Communications, but we will not share your phone number(s) with any third parties for their own purposes without your consent. Applicable standard telephone minute, data and/or text charges may apply. We and our service providers or agents, however, will not use autodialer technology, or texts to contact you for marketing purposes at the wireless telephone number(s) you designate nor send you prerecorded or artificial voice message marketing calls at the wireless or landline telephone number(s) you designate unless we receive your prior express written consent as required under federal law. Prior express written consent is not required in order to obtain or use WvW's products and services or to receive Informational Communications from WvW. You agree that you shall indemnify, defend and hold us harmless from any claim or liability resulting from your failure to notify us of a change in the information you have provided, including any claim or liability under the Telephone Consumer Protection Act (47 U.S.C. Sec. 227), and any regulations promulgated thereunder resulting from us attempting to contact you at the mobile telephone number you provided.

## 2. CHARGES, BILLING AND PAYMENTS —

### a. Charges, Taxes and Fees:

**Charges and Rates:** You agree to pay by the due date on your WvW invoice all charges associated with the Services and WvW Equipment and that you or anyone using your account or services incurs including without limitation all recurring and non-recurring fees. Non-recurring charges may include but are not limited to (i) installation, and reactivation fees, (ii) certain equipment fees. Rates and charges may vary depending upon the Services rendered and WvW may change the rates for the Services and WvW Equipment from time to time. If you received Service(s) under a promotion, after the promotional period ends, the then-current regular retail rate for the Service(s) will apply. The retail rates for WvW Services and WvW Equipment may be found on the WvW Website, or by calling Customer service. All fees do not apply to all Services.

**b. Third-Party Charges That Are Your Responsibility:** You acknowledge that you may incur charges with third-party providers such as for accessing on-line services, purchasing or subscribing to other offerings via the Internet, that are separate and apart from amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes, fees or surcharges. In addition, you are solely responsible for protecting the security of credit card, debit card, other financial information, or other personal information provided to others in connection with such transactions.

**c. Unreturned Equipment Charges:** If you upgrade, downgrade, disconnect or swap-out WvW Equipment related to any WvW Service and do not promptly return the WvW Equipment or if it is returned damaged ("Unreturned Equipment"), the damages WvW will incur will be difficult to ascertain. Therefore, WvW may charge your account for each Unreturned Equipment piece, a one-time Unreturned Equipment Charge as liquidated damages in an amount equal to WvW's reasonable estimates of the replacement costs and incidental costs that WvW incurs; provided, however, that such amount will not exceed the maximum amount permitted by law or the replacement cost of the WvW Equipment. If you return your WvW Equipment to WvW by mail, you will be responsible for (i) any damage to the WvW Equipment as assessed by WvW upon receipt, (ii) the replacement cost of such WvW Equipment if it is lost or damaged during transit, and (iii) shipping/handling costs, unless WvW provides written notice in advance that it will pay such costs.

**d. Unauthorized and Disputed Charges:** If you do not agree with a charge on your bill or you believe it is an unauthorized charge you must (i) pay undisputed amounts by the due date listed on your bill and (ii) notify WvW no later than thirty (30) days after the date of the bill (or such later date as required by law) of the disputed or unauthorized charges by calling or writing to us at the number and address specified on your bill and submit any documentation or other information to substantiate your claim of unauthorized charges. You waive any disputes or credits that you do not report within this 30 day period. WvW will investigate any disputed charges and will use reasonable efforts to advise you of the results of our investigation within thirty (30) days after WvW's receipt of your notice of dispute. WvW may, in its sole discretion, waive such charges. You will be responsible for charges or other

obligations or liabilities associated with any improper, illegal or unauthorized use of the Services, Licensed Software and WvW Equipment as described in Section 13 below.

e. **Authorized Payment Methods:** All payments must be made in U.S. currency only and via WvW -authorized payment channels. WvW -authorized payment methods include: (i) mailing payment to the bill payment address listed on your monthly bill; (ii) automated electronic drafts from your checking account; (iii) delivering cash, a check or money order payable to WvW, or paying by credit or debit card; (iv) providing a credit or debit card payment to a WvW customer service representative or WvW authorized automated payment system over the telephone; or (v) paying by credit or debit card through the WvW website. You agree not to make any notations or restrictions on your checks or on other forms for payment such as "paid in full" and you agree that any such restriction has no legal effect. If you use a credit or debit card to pay for any charges, taxes, fees or Surcharges, you acknowledge that use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If WvW does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

f. **Billing and Late Payments:** Unless you are subject to a Minimum Term Agreement, Service(s) are provided to you on a month-to-month basis. Recurring charges and taxes are due in advance once Service is initiated. Charges accrue through a full billing period. WvW may prorate or adjust a bill if the billing period covers less than or more than a full month (for this purpose, each month is considered to have 30 days). We will determine the billing period and may change the billing period from time to time. WvW will determine and may change the billing format from time to time. You may be billed for some Service(s) individually after they have been provided to you. If you fail to make full payment by the payment due date set forth on your bill statement, WvW reserves all rights it may have, subject to Applicable Law, to terminate Service or place the Service(s) in Soft Disconnection, remove WvW Equipment, collect the full amount due, including, without limitation, any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments. Any balance amount that remains delinquent may be referred to a third party for collections. Once the debt is referred to a third party for collection, you may be subject to and agree to reimburse WvW for additional fees, including reasonable attorneys' fees, and fees related to costs and expenses, which may be based on a percentage of up to 25% of the balance owed (subject to state law and regulations). For past due balances, a fee of \$25.00 which will be assessed on any balances 3 days or more in the rear, or up to the maximum amount allowed by law or regulation, will be charged to your WvW account, regardless of how you make your payment. You may be required to pay a reactivation or reinstallation fee and/or a deposit in addition to all past due charges before Service may be reconnected or restored.

g. **Returned Payment:** If your payment by check is returned, your payment via credit card is denied, or your electronic funds transfer is denied due to insufficient funds, or a closed account, you authorize WvW to make a one-time electronic fund transfer from your account to collect the amount of the payment plus any applicable returned payment fees of up to \$25.00 or up to the maximum amount allowed by law or regulation. When payment is made by credit or bank card, the payment may also be subject to the terms and conditions required by the bank or credit card issuer.

h. **Soft Disconnection:** If your account has been delinquent by 5 days or more in the rear or if WvW has a reason to believe you have otherwise violated this Agreement, subject to Applicable Law, you may be prevented from using certain of your Services. This restriction will be lifted once you have made acceptable payments to us or otherwise meet WvW's minimum financial requirements, or you have communicated with WvW Customer Care and resolved any concerns about your account, Services or compliance with the terms of this Agreement.

i. **Stored Payment Methods:** If you provide WvW with any account information, such as your bank account and routing numbers or your credit or debit card details, we may store that information and use it to administer your account, confirm charges, detect and prevent fraud, verify your identity, process payments to your account that you

request in the future by telephone, mobile app, internet, or otherwise, and comply with applicable data security protocols, including but not limited to the Payment Card Industry Data Security Standard. Additionally, WvW may, without prior notice to you, use your stored account information to initiate credit or debit entries to your account as necessary to correct any mistakes or amendments in billing, payments, or collection.

### 3. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER —

IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 3(b) BELOW, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT; PROVIDED HOWEVER IF YOU BECOME A NEW WvW CUSTOMER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THIS AGREEMENT AS DEFINED IN SECTION 1(d) ABOVE (THE “OPT-OUT PERIOD”). OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH WvW THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

a. YOU AND WvW AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between you and WvW, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of WvW, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (“Dispute”) that arise out of or in any way relate to this Agreement, any of the Services provided under this Agreement or any other Services or products that WvW provides to you in connection with this Agreement (including but not limited to amounts that WvW charges you for Services or products provided, any alleged breach related to the collection, retention or disclosure of your personal information, and any alleged violation of our Privacy Notice). You and WvW also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to you by WvW or any of its affiliated entities under any other agreement. Notwithstanding this agreement to arbitrate, you and WvW may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

b. Opt Out: You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section 4(g) below) by notifying WvW of that intent during the Opt-Out Period by sending an email to WvW at [moe@www-wifi.com](mailto:moe@www-wifi.com) stating that you are opting out of this dispute resolution provision. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement with WvW, and you may remain a WvW customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if FWC modifies this section in the future or you agree to a new term of service under this Agreement. If you enter into a new agreement with WvW that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

c. Class Action Waiver: You and WvW agree that all Disputes between you and WvW will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or WvW brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor WvW may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or WvW. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 4 will not apply to any Dispute between you and WvW, except for the provisions of Section 4(g) waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

d. **Arbitrator Authority:** The arbitration between you and WvW will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and WvW agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the Applicable Law, but that injunctive or declaratory relief may not extend beyond you and your dealings with WvW. Review of arbitration decisions in the courts is very limited.

e. **Informal Dispute Resolution:** You and WvW agree that you will try to resolve disputes informally before resorting to arbitration. If you have a dispute, first call WvW Customer Care at the number listed on your monthly invoice. If the FWC representative is unable to resolve your dispute in a timely manner, you agree to then notify WvW of the dispute by sending an email description of your claim to [moe@wvw-wifi.com](mailto:moe@wvw-wifi.com) so that WvW can attempt to resolve it with you. If WvW does not satisfactorily resolve your claim within 30 calendar days of receiving written notice to WvW Customer Care of your claim, then you may pursue the claim in arbitration. Neither you nor WvW may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If you are sending a written notice of your intent to file for arbitration to WvW, please send such notice via U.S. mail to WvW, PO BOX 1105, Bronson FL 32621. If WvW is sending you a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for you.

f. **Arbitration Procedures:** You and WvW agree that this Agreement and the services WvW provides to you affects interstate commerce and that the Federal Arbitration Act and not state arbitration laws applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to WvW at [moe@wvw-wifi.com](mailto:moe@wvw-wifi.com) or via U.S. mail to WvW, PO BOX 1105, Bronson FL 32621. You must also comply with the AAA's rules regarding initiation of arbitration. WvW will pay all filing fees and costs for commencement of arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or Applicable Law. WvW will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, WvW will pay your reasonable attorney's fees and costs. The arbitration will be held in the county of the billing address where WvW provided you service and either party may appear either in person or by telephone.

g. **Jury Trial Waiver:** If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and WvW expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide disputes between you and WvW if, for any reason, the arbitration agreement is not enforced.

h. **Survival:** This dispute resolution provision survives the termination of your Services with WvW. If you bring a claim against WvW after termination of your Services that is based in whole or in part on events or omissions that occurred while you were a WvW customer, this dispute resolution provision shall apply.

#### 4. ACCESS TO YOUR PREMISES —

a. **Access to Premises:** You agree to allow WvW and/or our agents to enter the property at which the Service(s) and/or WvW Equipment will be provided to you (the "Premises"), upon your request, to install, configure, upgrade, maintain, inspect, change, repair and/or remove the Service and/or WvW Equipment. You warrant that you are either the owner of the Premises or, if you are not the owner of the Premises that you have obtained the consent of the

owner for WvW or its agents to access the Premises for the purposes described herein including, without limitation, consent to attach WvW Equipment to the outside of the Premises. In addition, you agree to supply us or our agent, if we ask, the owner's name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises. If installation of Services or WvW Equipment by WvW at your Premises is required, WvW will schedule one or more installation and/or service appointments with you as needed and you agree to be present or to have a responsible representative, 18 years or older, present at the Premises during such appointments. Failure to schedule required installation of Services or WvW Equipment at your Premises may result in the disconnection of Services.

b. Charges for Visits: You will be responsible for payment of any charges assessed by WvW for visits to your Premises to install, maintain, inspect, repair or remove any Services, WvW Equipment or Customer Equipment, including, without limitation, in response to any difficulty caused, in whole or in part, by Customer Equipment, or other equipment, services or facilities not provided by WvW, for service calls at times other than normal business hours, and for any non-routine installation or maintenance. Charges for visits to your Premises can be found on the WvW Website or by calling WvW Customer Care at the number located on your invoice.

c. Safe Working Environment: You agree to provide WvW's employees and representatives with a safe working environment while on the Premises. If a WvW employee or representative deems the working environment unsafe in his/her sole discretion, you agree that WvW may elect not to provide any services, including without limitation installation, repair, maintenance, support or training services, on the Premises until such Premises are deemed safe by WvW.

## 5. WvW EQUIPMENT —

a. Definition: "WvW Equipment" means any equipment provided or rented to you by WvW or our agents with or without a separate charge or fee in connection with the Services. WvW Equipment also includes any software, firmware, or other programs contained within the WvW Equipment and Customer Equipment. Examples of WvW Equipment includes WvW provided gateways, routers, antennas, wireless gateway/routers. WvW Equipment does not include equipment you may purchase at retail or from WvW directly that may perform some or all of the functions of WvW Equipment. You agree that WvW Equipment will remain the property of WvW and you will not acquire any ownership or other interest in any WvW Equipment or any network facilities, cabling or software by virtue of any payment made pursuant to this Agreement or by any attachment of the WvW Equipment to the Premises. You agree that WvW Equipment will not be deemed fixtures or in any way part of the Premises. You agree to use WvW Equipment only for receiving and/or using the Service(s) pursuant to this Agreement.

b. Changes and Upgrades to WvW Equipment: WvW may upgrade, replace, remove, add or otherwise change the WvW Equipment at our discretion at any time any Service is active (including Soft Disconnection) or following the termination of your Service(s). You consent to such changes including software, firmware and other code updates or downloads, with or without notice to you, which may alter, add to, or remove features or functionalities of the WvW Equipment or Service. You acknowledge and agree that our addition or removal of or change to the WvW Equipment may interrupt your Service(s). WvW may, at its option, install new or reconditioned WvW Equipment, including replacing your existing WvW Equipment, for which you may incur a fee. You agree that such changes may be performed within WvW's sole discretion at any time and in any manner. If WvW requests that you replace, or offers to replace your equipment in order to provide you with better Service or stronger security, and you do not do so, WvW is not responsible for any resulting degradation of service or security vulnerabilities. If WvW requires that you add or replace WvW Equipment and you do not do so, your Services may be disconnected.

c. Unauthorized Use and Prohibition on Tampering: You are responsible and may be liable for all WvW Equipment on your Premises and in your possession. You may not sell, lease, abandon, or give away the WvW Equipment. You agree that you will not and you will not permit others, including without limitation any other provider of video, telecommunications or Internet services, to use, rearrange, disconnect, abandon, remove, relocate, repair, service,

alter, modify, tamper or otherwise interfere with the WvW network, the Services, or any of the WvW Equipment including software, firmware, or code changes without WvW's prior written consent, which WvW may withhold in its sole discretion. Such prohibition includes, without limitation, attaching or, permitting others to attach any unauthorized devices to our network, the Services, or the WvW Equipment, using or permitting others to use equipment that causes interference with reception equipment, or otherwise degrades our cable network signal quality or strength or creates signal leakage, altering a router or gateway to change its downloading or uploading capacity, or altering identifying information such as serial numbers or logos. If you make or assist any person to make any unauthorized connection or modification to WvW Equipment or the Service(s) or any other part of our network, we may terminate your Service(s) and recover such damages as may result from your actions. You also agree that we may recover damages from you for tampering with any WvW Equipment or any other part of our network or for receiving unauthorized Service(s). The unauthorized reception of the Service(s) may also result in criminal fines and/or imprisonment. You agree that you will not allow anyone other than WvW or its agents to service the WvW Equipment.

d. Return of WvW Equipment: You agree that in the event you terminate your Service, you will return, in person, all WvW Equipment to any WvW representative within thirty (30) days of notifying WvW of your decision to terminate your Service, unless otherwise instructed in writing by a WvW representative. If you upgrade or downgrade your Service(s) and the WvW Equipment that you possess is no longer required to support your new WvW Service(s), you must promptly return such WvW Equipment and, if applicable, exchange any WvW Equipment (e.g. Antenna or wireless router). Such WvW Equipment must be returned to any WvW representative within thirty (30) days of notifying WvW of your decision to downgrade your Service(s), unless otherwise instructed in writing by a WvW representative. The returned WvW Equipment must be in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use. This provision shall survive the termination or expiration of this Agreement.

e. Relocation of WvW Equipment: The WvW Equipment may only be used in the Premises. You agree that you will not remove any WvW Equipment from the Premises without WvW's prior consent. At your request, WvW may, at its discretion, relocate WvW Equipment for you within the Premises at your request and at a time agreeable to you and us for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE WvW EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. If you relocate to a new address, you may be charged a fee to relocate the WvW Equipment.

## 6. CUSTOMER EQUIPMENT —

a. Definition: "Customer Equipment" means any equipment, software, hardware or services supplied by you to use in conjunction with the Services or the WvW Equipment. You warrant that you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment. Customer Equipment is your sole responsibility including all costs of installation, maintenance and repair. You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software, firmware, and/or other programs to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You are responsible and liable for any degradation or any interruption of Service, damage to WvW Equipment, loss of data, loss of your stored content or other consequences that you, WvW or any third party may suffer resulting from your use of Customer Equipment, including any Customer Equipment to which WvW or its agents has sent software, firmware or other programs. WvW has no responsibility or liability for any loss of stored content or any damage to Customer Equipment.

b. Technical Requirements for Customer Equipment: All Customer Equipment must comply with WvW's technical requirements which we may post on the WvW Website and change from time to time ("Technical Requirements"). We will not be obligated to provide Service or support where your Customer Equipment fails to conform to WvW's Technical Requirements. NEITHER WvW NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT CUSTOMER EQUIPMENT NOT MEETING WvW'S TECHNICAL REQUIREMENTS WILL ENABLE YOU TO

SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR WvW EQUIPMENT. NEITHER WvW NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. WvW reserves the right to deny you customer support for the Service(s) and/or terminate Service(s) if you use Customer Equipment not meeting the Technical Requirements.

c. Changes and Upgrades To Customer Equipment: You acknowledge that WvW may send firmware and other code updates or downloads to Customer Equipment which will ensure full functionality of the Service and may alter, add to, or remove features or functionalities of Customer Equipment with or without notice to you and you agree that such changes may be performed at any time and in any manner. Periodically you may need to acquire new or additional Customer Equipment to continue to use the Service or receive the best quality of Service.

d. Inside Wiring: You may install wiring, such as additional cable wiring and outlets, inside your Premises ("Inside Wiring"). Any Inside Wiring you have installed in your Premises must not interfere with the normal operations of our network. You are responsible for the repair and maintenance of the Inside Wiring, unless you and WvW agree otherwise in writing. All such Inside Wiring, whether or not installed by WvW is considered your property or the property of whomever owns the Premises. If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Inside Wiring.

e. WvW Wi-Fi: In addition to the foregoing, you agree that WvW may send software, firmware, code updates, downloads and/or other programs to the WvW Equipment and/or Customer Equipment, as set forth in Sections 6(b) and 7(c) above, and may utilize all such equipment and attached wiring to distribute external Wi-Fi signals for deployment of WvW Wi-Fi and related WvW Wi-Fi services ("WvW Wi-Fi"). You will have the opportunity at any time you are a WvW Internet customer to opt out of participation in WvW Wi-Fi services by calling WvW Customer Care at the number listed on your monthly invoice.

## 7. POWER SUPPLY AND INTERRUPTIONS —

a. Power Supply: WvW Services do not have their own power supply and you are required to provide power for your use of the Service. WvW will not be liable for any interruption of Service or other damage resulting from a power outage disruption or fluctuation (such as a power surge). The Services are not intended to be used for activities requiring absolute reliability and accuracy. You assume complete responsibility for any damages or injuries resulting from any interruption or other failure of the Services due in whole or in part to a failure of power supply. Additional limitation of WvW's liability for the Services is found in this agreement.

b. Scheduled Interruptions: WvW may schedule and interrupt Service for maintenance, repairs, upgrades, testing, or other administrative purposes at any time except as limited by any Applicable Law or tariff.

## 8. ACCOUNT SECURITY —

a. Security of your Account: You are responsible for protecting the information required to access or make modifications to your account (for example, passwords, PINs, secret answers to security questions, etc.). If someone else acquires this information (through no fault of ours), we will assume that you have authorized that person's use of the information and access to your account. Please report any suspected incidents of unauthorized access to your account or unauthorized disclosure of your account information to WvW promptly by calling the WvW Customer Care number listed on your monthly invoice.

## 9. USE OF SERVICES —

- a. **Compliance with the Law:** You agree that you will comply with all current and future laws regarding the Services. If you violate the law in connection with your use of the Services, WvW Equipment, or Licensed Software, WvW may suffer harm and will have all remedies available at law or in equity, including injunctive relief. Content derived from the Service, WvW Equipment, the Licensed Software, and any accompanying information is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export such content to any countries that are subject to restrictions or upload through the Services any material in violation of such restrictions.
- b. **Non Commercial Use Only:** You agree to use the Services only for personal, noncommercial purposes and not business activities. You may not rebroadcast, retransmit, redistribute, perform, or charge admission to view or listen to any of the WvW Services unless you obtain and pay for any applicable public performance licenses.
- c. **Misuse of the Services:** You agree to not misuse the Services, WvW Equipment, or Licensed Software. Such misuse includes but is not limited to: (i) violation of Applicable Law and any commercial use as described above; (ii) use in a manner that adversely interferes with WvW's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or Licensed Software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy; (vi) modifying or tampering with WvW Equipment in any manner other than as expressly authorized by WvW; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email; (viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) networking hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connection when the connection would otherwise have entered idle mode.
- d. **Customer Responsibilities for Improper Use:** You acknowledge that you are accepting this Agreement on behalf of all persons who use the Service(s) and WvW Equipment at the Premises and that you shall have the responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies, including, but not limited to the CHSI Acceptable Use Policy, and Customer Privacy Notice, and any other applicable privacy notices or other policies. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. Except as otherwise specified in this Agreement, you are responsible for any unauthorized use and for controlling access to the Services, WvW Equipment, Customer Equipment, and Licensed Software including payment of any charges incurred as a result of any such unauthorized use.
- e. **Monitoring Compliance with the Law and this Agreement:** Although WvW is not obligated to monitor the Services, WvW may perform tests and inspections to confirm that you are complying with this Agreement. WvW may, without notice, suspend, restrict access to or terminate your Service, or remove or make unavailable any content and/or monitor, review, retain and/or disclose any content or other information in WvW's possession about or related to you or your use of the Services as WvW deems necessary to satisfy any Applicable Law, regulation, legal process or governmental request.
- f. **Theft of Service:** Tampering with or altering a system to receive unauthorized services is a Federal crime punishable by fines and/or imprisonment. We may conduct periodic system checks and audits to detect the unauthorized receipt of Service.
- g. **Call Recording; Use of Recording Devices:** You consent to WvW recording phone conversations between you and WvW for quality assurance, analytics and internal business purposes. Your use of recording devices to record

telephone conversations transmitted over the Services is at your own risk provided that your use complies with all federal, state and local laws, regulations, rules and ordinances.

#### 10. INDEMNIFICATION —

You hereby indemnify and hold harmless WvW and its Suppliers and other suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a “WvW Related Party”, and collectively, the “WvW Related Parties”) from any third-party claims, actions, proceedings, damages and liabilities, including attorneys’ fees, arising out of (i) your use, or other users use, of your Services or WvW Equipment; (ii) any act in violation of any law committed by you including any use of the Services that may infringe on the patent, copyright, trademark or other intellectual property right or privacy right of any third party; (iii) any breach by you of this Agreement; (iv) any content or software displayed, distributed, or otherwise disseminated by you or other users of your Services; (v) your failure to safeguard your PIN, passwords or other account information, and (vi) your failure to replace Equipment when requested by WvW. This Section will continue in effect after this Agreement terminates.

#### 11. DISCLAIMER OF WARRANTIES —

YOU ACKNOWLEDGE THAT THE SERVICES, AND WvW EQUIPMENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES. WvW MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF TITLE OR NON-INFRINGEMENT AS TO THE SERVICES, WvW EQUIPMENT, AND/OR THE LICENSED SOFTWARE PROVIDED TO YOU. WvW DOES NOT MANUFACTURE THE WvW EQUIPMENT, DEVICES OR LICENSED SOFTWARE AND IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS ON THE PART OF ANY MANUFACTURER, SPECIFICALLY INCLUDING A MANUFACTURER OF CUSTOMER EQUIPMENT OVER WHICH YOU RECEIVE THE SERVICES. UNLESS OTHERWISE RESTRICTED OR PROHIBITED BY APPLICABLE LAW, WvW DOES NOT WARRANT THAT THE SERVICES, WvW EQUIPMENT OR LICENSED SOFTWARE WILL BE ACCURATE, COMPLETE, ERROR-FREE, WITHOUT INTERRUPTION, FREE FROM VIRUSES OR OTHER MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. FWC DOES NOT WARRANT THAT ANY COMMUNICATION WILL BE TRANSMITTED UNCORRUPTED OR AT ANY UPSTREAM OR DOWNSTREAM SPEED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THOSE PROVISIONS MAY NOT APPLY TO YOU. THIS SECTION WILL CONTINUE IN EFFECT AFTER THIS AGREEMENT TERMINATES.

#### 12. LIMITATION OF LIABILITY —

THIS SECTION DESCRIBES THE FULL EXTENT OF WvW’S AND THE WvW RELATED PARTIES’ RESPONSIBILITY FOR ANY CLAIMS FOR DAMAGES CAUSED BY OUR ACTS OR OMISSIONS OR THE FAILURE OF THE SERVICES, WvW EQUIPMENT, OR LICENSED SOFTWARE, OR ANY OTHER CLAIMS IN CONNECTION WITH THE SERVICES, WvW EQUIPMENT, LICENSED SOFTWARE, OR THIS AGREEMENT. THIS SECTION WILL CONTINUE IN EFFECT AFTER THIS AGREEMENT TERMINATES.

a. **Limitation:** Neither WvW nor any of the WvW Related Parties will be liable for damages for failure to furnish or the degradation or interruption of any Services, for a problem with the interconnection of Services, for any loss of data or stored content, for identity theft, or for any files or software damage, regardless of cause, or for a problem with the service or equipment of a third party.

b. **Damage to Person or Property:** Neither WvW nor any of the WvW Related Parties will be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of WvW Equipment, from use

of Services or any content contained therein from support for the Services, or from inclusion, omission, or error relating to information about you in any published or electronic directory we may offer. You recognize that you have an obligation to exercise caution and personal responsibility including adhering to all manufacturers' warranties accompanying any WvW or Customer Equipment or any other equipment used in connection with the Services and to make sure that your use of the Services and WvW Equipment does not subject you or others to danger.

c. **Monitoring:** Neither WvW nor any of the WvW Related Parties is obligated to monitor your use of the Services. Neither WvW nor any of the WvW Related Parties will be liable, however, for any action we take such as restricting access to obscene content or blocking email considered to be "spam" to assure your use of the Service is in compliance with Applicable Laws and this Agreement.

d. **Third-Party Acts:** You expressly agree that neither WvW nor any of the WvW Related Parties is responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release WvW and each of the WvW Related Parties for any such claims based on the activities of third parties.

e. **No Indirect or Consequential Damages:** YOU AGREE THAT FOR ANY CLAIMS YOU ASSERT AGAINST WvW OR THE WvW RELATED PARTIES AND FOR ANY CLAIMS THAT WvW OR THE WvW RELATED PARTIES ASSERT AGAINST YOU, THERE SHALL BE NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION, OR FOR PUNITIVE DAMAGES, RELIANCE DAMAGES, OR SPECIAL DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR WE WERE TOLD THEY WERE POSSIBLE, AND THEY APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

f. **Additional Limitations on WvW's Liability for WvW Internet:** The public Internet is used by numerous persons or entities including, without limitation, other WvW Internet subscribers. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of WvW Internet. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. Neither WvW, nor the WvW Related Parties or any of the WvW or WvW Related Parties' agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.

g. **Limitations Period:** We each agree that any Claims must be brought within two (2) years of their accrual notwithstanding any otherwise applicable statute of limitations.

### 13. TERMINATION —

a. **Termination:** Unless you have entered into a Minimum Term Agreement and unless prohibited by Applicable Law, either you or WvW may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written notice of such termination. WvW may also terminate Service without notice to you if you fail to pay for Service or otherwise breach this Agreement, if you violate the law or WvW policies, or if you misuse the Services or WvW Equipment. You may terminate any particular Service and this Agreement will remain in effect for any Services or WvW Equipment you continue to subscribe to, use, pay for or retain. In the event of termination by you, you must notify WvW as instructed in Section 17(d). In the event of termination by WvW, WvW may notify you of such termination by electronic or other means.

b. Minimum Term Agreements: If you have entered into a Minimum Term Agreement with WvW, termination of Service will be controlled by the terms and conditions of your Minimum Term Agreement and may include an early termination fee.

c. Customer Obligations Upon Termination: You expressly agree that upon termination of this Agreement: (i) You will either return WvW Equipment to WvW or permit WvW to access your Premises at a reasonable time to remove any WvW Equipment and other material provided by WvW; (ii) You will ensure the immediate return to WvW of any WvW Equipment in good condition without any encumbrances, except for ordinary wear and tear or you agree to pay WvW's reasonable estimates of the repair, replacement and/or incidental costs that WvW incurs as set forth in this Agreement; (iii) You are responsible for storing or retrieving any emails, and other information you wish to retain after termination of the Service; (iv) You will cease use of any Services terminated; (v) WvW is authorized to delete any files, programs, data and email messages associated with any terminated account.

d. Proration of Charges Upon Termination: If Services are terminated charges will accrue through the date that WvW fully processes the termination. You agree to pay WvW on a pro-rated basis for any use by you of any WvW Equipment or Services for a part of a month. You must pay all outstanding charges, including payment of any bills that remain due. You must reimburse us for any reasonable costs we incur; including attorneys' fees, to collect charges owed to us. If you want us to renew the Services after termination, we may require that you pay a deposit. For some Services, WvW may require a minimum thirty (30) day charge regardless of the activation or cancellation date.

#### 14. MISCELLANEOUS —

a. Assignment: Except as described in this Agreement, you may not assign or transfer any part of this Agreement or the Service(s), WvW Equipment or Licensed Software (including transfer to any other occupant of the Premises or to any other location) without the prior written consent of WvW. WvW may assign all or part of this Agreement without notice to you and without your consent.

b. Force Majeure: WvW will not be liable for any delay, interruption of Service, failure of performance of WvW or Customer Equipment, or any loss, liability or damage directly or indirectly caused by circumstances beyond our control, including but not limited to acts of God, flood, explosion or other catastrophes, causes attributable to you, Your Equipment or your property, acts of third parties, national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, loss of use of poles or other utility facilities, material shortages, power outages or reductions, failure of any signal at the transmitter, failure of a satellite, strikes, lockouts, or work stoppages, or any law, order, regulation, or request of the federal, state or local governments having jurisdiction over WvW. The use and restoration of Services in emergencies will in all cases be subject to the priority system specified by federal regulations.

c. Governing Law: This Agreement will be governed by the laws of the state in which you receive the Services and applicable federal law.

d. Notices: When this Agreement requires notice from you to WvW, you agree to provide us with written notice to the address specified on your bill or as instructed on the Website or by calling us. Notice by calling us will be effective as of the date our records show that we received your call. Notices to you shall be provided as stated in Section 1(f) above.

e. Severability: In the event that any portion of this Agreement is held to be unenforceable in a jurisdiction, the unenforceable portion will be construed in accordance with Applicable Law in that particular jurisdiction as nearly as possible to reflect the original intentions of the parties and the remainder of this Agreement will remain in full force and effect.

- f.      Surviving Obligations: Certain provisions will survive the termination of this Agreement including Arbitration, Indemnification by Customer, Disclaimer of Warranties, Limitation of Liability, Payment Obligations and all other provisions which by their nature would be expected to survive.
- g.      Waiver and Strict Performance: WvW's failure to require your strict performance of any term of this Agreement will not be a waiver of WvW's right to require strict performance of any term or condition herein.
- h.      How to Contact Us: For any questions regarding this Agreement, billing, your Services, technical support or other, please contact WvW by phone at the number shown on your monthly invoice, by U.S. Mail to the address shown on your monthly invoice, or by visiting the Website and obtaining the contact information located under "Contact."

Last Updated: 04/01/2024