

STEVENS & LEE
LAWYERS & CONSULTANTS

17 North Second Street
16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com
Direct Fax: (610) 988-0852

March 31, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Petition of Time Warner Cable Information Services (Pennsylvania), LLC For
Designation as an Eligible Telecommunications Carrier
Docket No. P-2021-3023594

Dear Secretary Chiavetta:

Enclosed please the verified responses of Time Warner Cable Information Services (Pennsylvania), LLC ("TWCIS") to the Bureau of Consumer Services Data Requests issued in the above-captioned matter.

Please note that the responses to requests 2, 3,13,14,15 and 22 are still in the process of being prepared, and responses to those requests will be provided in a supplemental filing.

Should you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

STEVENS & LEE



Michael A. Gruin

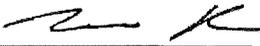
Enclosures

cc: Christian McDewell (via email)
Theresa Mingarelli (BCS) (via email)

VERIFICATION

I, MICHAEL A. CHOWANIEC, holding the position of VICE PRESIDENT STATE GOVT. AFFAIRS with Time

Warner Cable Information Systems (Pennsylvania), LLC verify that the information provided in the foregoing responses to data requests is true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.


Name: MICHAEL A. CHOWANIEC
Title: VP - STATE GOVT. AFFAIRS

Date: 3/29/2021

**RESPONSE OF TIME WARNER CABLE INFORMATION
SERVICES (PENNSYLVANIA), LLC¹**

As stated herein, “TWCIS” or the “Company” refers to the applicant in this docket, and “Charter” refers to TWCIS, similarly situated affiliates, and other subsidiaries wholly controlled by Charter Communications, Inc. “Application” refers to TWCIS’s Petition for Designation as an Eligible Telecommunications Carrier to Receive Rural Digital Opportunity Fund (Auction 904) Support for Voice and Broadband Services and Request for Action on or before April 15, 2021. “RDOF” refers to the Federal Communications Commission’s (“FCC”) Rural Digital Opportunity Fund Auction (Auction 904), and “RDOF Census Blocks” refers to the census blocks where TWCIS will receive RDOF support.²

¹ Certain of the subjects and benefits discussed in this Response pertain to non-jurisdictional products and services. While those items are voluntarily included herein in order to provide a comprehensive view of the public interest benefits of designating TWCIS as an eligible telecommunications carrier (“ETC”), TWCIS respectfully reserves all rights relating to the inclusion of or reference to such information, including without limitation TWCIS’s legal and equitable rights relating to jurisdiction, filing, disclosure, relevancy, due process, review, and appeal.

² TWCIS seeks ETC designation in full census blocks where the full census block is eligible for RDOF support; in cases where a census block is only partially eligible for RDOF support, TWCIS seeks ETC designation only as to the supported portion. The vast majority, but not all, census blocks included in the RDOF auction were included in full. See *Wireline Competition Bureau and Office of Economics and Analytics Release Updated List and Map of Eligible Areas for the Rural Digital Opportunity Fund Phase I Auction*, Public Notice, DA 20-665 (June 25, 2020), at p. 6 (stating “As the Commission made clear in the *Rural Digital Opportunity Fund Order*, eligible areas would include census blocks served by both price cap carriers and rate-of-return carriers to the extent that the census block is in the price cap carrier’s territory. That is, only the price cap portion of the census block is eligible.”) (emphasis added). Throughout this Response, Charter’s use of the phrase “RDOF Census Blocks” should be understood to refer to full census blocks or *portions* of census blocks, where applicable.

Additionally, Exhibit A to TWCIS’ Application provides a list of the RDOF Census Blocks assigned by the FCC to CCO Holdings, LLC in Pennsylvania. To the extent there is any inconsistency between the list of RDOF Census Blocks on that Exhibit and the list at the FCC’s RDOF Dashboard (<https://auctiondata.fcc.gov/public/projects/auction904>), the list at the FCC’s RDOF Dashboard shall control with respect to where TWCIS is seeking ETC designation and accordingly will have ETC obligations. In addition, in the event the FCC were to modify the census block award in the future, such as in response to a waiver petition or otherwise, any such modified census blocks shall constitute the RDOF Census Blocks for purposes of the ETC designation.

1. Describe how TWCIS will structure staff assignments to assist low-income consumers. Or will the company outsource customer service, recordkeeping and other Lifeline-related activities? 47 CFR § 54.406.

Response: TWCIS anticipates using a dedicated Lifeline landing page on Charter's website that will provide information to customers about Lifeline eligibility, the application process, and program restrictions for the Lifeline services offered in the RDOF Census Blocks. Generally, consumers may qualify for Lifeline in the RDOF Census Blocks based on their income or through participation in a qualifying federal program.

Charter's customer service representatives will be trained to help customers residing in the RDOF Census Blocks enroll in Lifeline service. The Charter customer service representative will determine (i) if the customer has been approved by the National Verifier to receive Lifeline based on satisfaction of the applicable eligibility criteria and the FCC's "one-per-household" requirement, (ii) if the customer's address is in an RDOF Census Block, and (iii) if the underlying network facilities are available in the RDOF Census Block to begin Lifeline service to the customer. If so, the customer's service will be scheduled for installation or, if the customer's service is already installed, for conversion to Lifeline.

TWCIS will submit monthly reimbursement reports to USAC and will adhere to USAC's certification reporting requirements with respect to the Lifeline services offered in the RDOF Census Blocks. All documentation related to a customer and their Lifeline service will be maintained while the customer is receiving service from TWCIS and their affiliates and for three years after they discontinue service. Furthermore, TWCIS will advertise the availability of its Lifeline service and charges for such service using media of general distribution, and in a manner reasonably designed to reach those likely to qualify for the service.

4. Per 47 CFR § 54.405(b), describe how TWCIS will perform outreach other than through media of general distribution. Provide a mockup of marketing material for general distribution that the company will use to publicize the availability of Lifeline service.* This can be a current advertisement modified to comply w/Lifeline rules. Be sure to include standalone voice service as an option and include offering(s) that satisfy Lifeline minimum service standards and pricing. 47 CFR §§54.101, 54.201(d)(2), 54.401(d), 54.408. 52 Pa. Code § 69.2501.

Response: A current example of advertising that Charter has used to promote its Lifeline voice offering is attached hereto at **Exhibit 1**. These sample advertisements are subject to change.

5. Provide a copy of the company's terms and conditions applicable to generally available voice and broadband service for plain language review. Include backup power disclosure. Provide a mockup of terms and conditions applicable to Lifeline service.* This can be in the form of an addendum to generally available terms and conditions. 47 CFR §§ 8.1(a), 9.20, 54.101(d), 54.401(d), 54.422(a)(2). 52 Pa. Code § 69.2501. Indicate how the company will comply with the CTIA Consumer Code for Wireless Service. See 47 CFR § 54.202(a)(3).

Response: All service offerings will be provided in the RDOF Census Blocks subject to the RDOF program rules and other applicable laws, as well as Charter's own service terms and policies. Copies of the following terms and conditions applicable to the voice and broadband services provided by Charter and its affiliates are attached hereto at **Exhibit 2:**³ (i) Spectrum Residential General Terms and Conditions of Service; (ii) Spectrum Residential Internet Services Agreement; (iii) Spectrum Residential Voice Services Agreement; (iv) a sample Lifeline voice service tariff offering of TWCIS's affiliate, which describes the prices, services, and features associated with its Lifeline voice service offering, and (v) a backup power customer notification.

TWCIS is not seeking ETC designation as a wireless service provider. Accordingly, the CTIA Consumer Code for Wireless Service is not applicable to TWCIS.

³ Charter's terms of service are subject to change in accordance with applicable law and/or customer notification requirements.

6. Will TWCIS include the following phrase on all public Lifeline information?
*Contact the PA PUC Bureau of Consumer Services for help with unresolved questions
or complaints at 1-800-692-7380 or Online Informal Complaint Form*

Response: Yes.

7. Upon obtaining designation as an ETC, BCS may occasionally request copies of bill messages and/or materials designed to inform customers who wish to learn about Lifeline service. Explain how TWCIS will provide marketing material, terms and conditions, and other public documents in languages other than English. 47 CFR §§ 54.201(d)(2), 54.404(b)(9), 54.405(c), (e), (3) and (4)

Response: TWCIS intends to provide bill messages and Lifeline materials in English and Spanish.

8. **Provide a draft of TWCIS policies and procedures regarding household eligibility for Lifeline that includes accessing NLAD for certification, recertification, de-enrollment, de-enrollment for non-usage, dispute resolution, non-transferable benefit, etc. *Include dispute procedures. 47 CFR §§ 54.405, 54.409, 54.410.**

Response: TWCIS and its affiliates will utilize the Lifeline National Eligibility Verifier (“National Verifier”), which is a centralized system managed by USAC, for verification and certification of customer eligibility to receive Lifeline service in the RDOF Census Blocks. Customers residing in the RDOF Census Blocks may access the National Verifier at: <https://nationalverifier.servicenowservices.com/lifeline>. All eligibility disputes are managed by and through the National Verifier.

9. Does the company's credit and deposit practice satisfy 47 CFR § 54.401(c)? Under which circumstances will TWCIS require a deposit from Lifeline applicants? Please provide a copy of TWCIS's credit and deposit practice.

Response: No service deposits will be required to initiate Lifeline service, as described at 47 C.F.R. § 54.401(c).

10. Can TWCIS restrict or block calls to premium rate numbers and international toll calls? 47 CFR § 54.400. If applicable, does TWCIS apply roaming charges?

Response: TWCIS's voice service offerings, including Lifeline, in the RDOF Census Blocks will include unlimited local and long distance calling in the United States, Canada, Puerto Rico, the US Virgin Islands, and Guam.⁴ Under the Lifeline service plan, there will be no toll charges for long distance calls, or premium rate calling, included in the service plan. If a Lifeline customer wishes to place international long-distance calls to destinations outside the service plan, or to engage in premium rate calling, TWCIS will offer add-on calling plans for an additional monthly charge. Roaming charges are not applicable to TWCIS's service offerings.

⁴ The rates, terms and conditions of Charter's services are subject to change in accordance with applicable law.

11. Describe TWCIS's offer of 8-hour and 24-hour backup power to be offered at point of sale for all voice subscribers, e.g company-provided power source, charge for installation, subscriber disclosure. Is a subscriber disclosure available in non-English language(s) and in hard copy format? 47 CFR § 9.20.

Response: TWCIS's backup power customer notification disclosure is attached hereto at **Exhibit**

2. This disclosure is available in languages other than English and in hard-copy format and is consistent with federal requirements for backup power.

12. VoIP providers: Provide a sample or mockup of an emergency services 911 warning label or describe other conspicuous means to notify subscribers. 47 CFR § 9.11(b)(5)(iii).

Response: A copy of TWCIS's emergency-services 911-warning-label is attached hereto at

Exhibit 3.

16. Does TWCIS intend to offer Lifeline service on a prepaid or postpaid basis? Describe intended billing and payment options available to Lifeline subscribers. 52 Pa. Code Chapter 64.

Note that 52 Pa. Code § 53.85 prohibits a paper billing fee.

Response: TWCIS will provide Lifeline service on a postpaid basis under standard 30-day payment terms and without a paper billing fee if required by law.

17. When does TWCIS anticipate it will begin to offer Lifeline in designated service areas?

Pennsylvania ETCs are required to annually report enrollment and disconnections data using the Lifeline Tracking portal. The Lifeline Tracking Report is due on or before June 30.

Carriers are to inform BCS when the company begins to provide service, and to request access to the online reporting portal by sending an email to BCS staff at RA-PCTELCO-PA@pa.gov.

Response: TWCIS anticipates that it will commence the provision of Lifeline service in the RDOF Census Blocks after the construction and/or availability of the underlying network facilities, but not later than as required under the FCC's service milestones. At that time and in accordance with law, TWCIS will inform BCS of its commencement of Lifeline service and request access to BCS's Lifeline Tracking portal.

18. Has TWCIS obtained any waivers or exceptions from the FCC pertaining to high-cost or low-income support?

Response: TWCIS has not obtained any waivers or exceptions from the FCC related to high-cost or low-income support.

19. When did or will TWCIS contact which municipalities in its service areas to arrange for the provision of 911/E911 emergency service? Is an E911 feature included with standalone and bundled voice service? Will Lifeline subscribers have access to 911/E911 emergency service if service is suspended?

Response: TWCIS has maintained contact with existing municipalities and 911 authorities in Pennsylvania since its initiation of voice service in 2011. As a standard business practice, Charter's initiation of voice service in any area not previously supported includes outreach to the appropriate 911 authority, and testing of 911 and E911 services prior to offering voice service to any customer.

911 and/or E911 is or will be a standard feature with Charter's standalone and bundled voice service.

911 and/or E911 emergency service will be maintained for as long as a device connected to Charter's voice network has dial tone. Accordingly, a customer's 911 calling capability will be available during a service suspension but will not be available after the customer's service has been disconnected.

20. What is the company's procedure when responding to service requests and complaints, e.g. response time, warranted equipment, contractors?

The PUC's BCS handles consumer complaints and inquiries informally – primarily, but not limited to 52 Pa. Code Chapters 63 and 64. Please provide details about TWCIS's procedure for managing billing disputes and service complaints, i.e. 800# for customer service, intake practices, steps to resolution, and when a customer will be referred to BCS. Please provide contact information that BCS will use in the event BCS receives an informal complaint.

Response: With respect to a customer complaint, if the customer has a service or billing concern, the customer should contact Charter at (833) 267-6094, which is Charter's toll-free customer service number. Charter has agents available twenty-four hours a day, seven days a week, and the call will be routed to the proper team who can address the immediate service or billing concerns. Agents work to resolve the customer's complaint during the call. If a customer is not satisfied with the outcome of their complaint, the customer can ask to have their complaint escalated to a supervisor for further review. If a supervisor or manager is not available, a call back will be scheduled.

When a complaint is received by Charter from the Commission, the concern is tracked through a ticketing system by Charter's escalations team. All relevant information is gathered and entered into a trouble ticket. That trouble ticket is sent to the appropriate team for review and resolution. Initial customer contact is expected to be made within twenty-four hours after receipt of a complaint from the Commission, and the escalation team will continue to keep in contact with the customer through the complaint disposition. Typically, once the complaint gets resolved, the Vice President over the assigned team will review the trouble ticket to identify and address any systemic issues. The resolution is then reviewed by the escalations team and a response is sent back to the Commission outlining the steps taken to resolve the complaint.

The designated contact for resolution of consumer complaints is:

William C. Wesselman
Sr. Director Law – Regulatory
Charter Communications, Inc.
6399 S. Fiddlers Green Circle
Greenwood Village, Colorado 8011
Tel: (888) 438-2427
Email: regulatory.complaints@charter.com

21. Please provide contact information that will appear in the PUC's publication, *Stay Connected* that is linked here –
<http://www.puc.pa.gov/Telecom/pdf/Lifeline%20Brochure-StayConnected.pdf>

Response: Charter Communications, Inc.
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (833) 267-6094

Per 66 Pa.C.S. § 3019(f)(5), ETCs are to supply the Pennsylvania Department of Human Services (PA DHS) with Lifeline service descriptions*, marketing material*, contact information, and a listing of service areas. Forward this information to:

**Mr. Frank Slenker, Human Services Program Specialist Supervisor (HSPSS)
Department of Human Services, OIM Bureau of Policy
1006 Hemlock Drive
Harrisburg, PA 17110
Phone: 717-705-8292
Email: RA-PWDFPPMAILBOX@pa.gov**

Response: TWCIS anticipates that it will commence the provision of Lifeline service in the RDOF Census Blocks after the construction and/or availability of the underlying network facilities, but not later than as required under the FCC's service milestones. At that time, TWCIS will supply the PA DHS with its Lifeline service description, marketing materials, contact information, and listing of service areas.

23. Describe TWCIS's intended public education component as part of its Pennsylvania Lifeline outreach. Petition pg. 18.

Response: TWCIS intends to comply with the applicable requirement to publicize the availability of Lifeline service in the RDOF Census Blocks in a manner reasonably designed to reach those likely to qualify for the service. TWCIS will seek opportunities for outreach to local communities to provide information on the Lifeline voice and broadband offerings of TWCIS and its affiliates. In addition, information about TWCIS's Lifeline service offerings will be posted publicly on Charter's website.

Please also respond to these additional, non-Lifeline service questions:

24. Regarding Footnote 6 of TWCIS' Petition, are the affiliates that will be providing non-lifeline voice services in the RDOF census blocks licensed as CLECs in those census blocks?

Response: No. Spectrum Advanced Services, LLC, the TWCIS affiliate that will provide non-lifeline voice services in the RDOF Census Blocks, is not a CLEC. Spectrum Advanced Services, LLC is a provider of unregulated interconnected VoIP services.

25. Please list the affiliates that will be providing non-lifeline voice services in the RDOF census and in which ILEC territory they will providing those services?

Response: Spectrum Advanced Services, LLC is the TWCIS affiliate that will provide non-lifeline voice services in the RDOF Census Blocks. The RDOF Census Blocks are in the following ILEC territories: Commonwealth Telco, Verizon North, Verizon Pennsylvania, and Windstream Pennsylvania.

26. Describe the network technologies used to provide the proposed services to the RDOF census blocks.

Response: Charter will extend a “Fiber To The Premises” network to the RDOF Census Blocks. This network will include, among other things, fiber optic cable facilities, hubs, routers, servers, session border controllers, and analog telephone adapters. Through the network serving the RDOF Census Blocks, Charter will offer up to 1 Gbps high-speed broadband access to all newly served customer locations with starting speeds of 200 Mbps, enabling consumers to engage in remote learning, work, telemedicine and other applications that require high-bandwidth, low-latency connectivity. All service offerings will be provided in the RDOF Census Blocks subject to the RDOF program rules and other applicable laws, as well as Charter’s own service terms and policies.

27. Which are the wire centers for the areas in which TWCIS and affiliates will be providing the proposed service?

Response: The RDOF Census Blocks to be served by TWCIS and its affiliates are in the following rate centers: ALBION, CONNEAUTLK, CORRY, ERIE, FAIRVIEW, GIRARD, JAMESTOWN, KNOXVILLE, LAWRENCEVL, MIDLEBYCTR, NORTH EAST, SABINSVL, SPARTANSBG, SUGARGROVE, UNION CITY, WATERFORD, WATTSBURG, WESTFIELD, WESTFORD, and WSPRINGFLD.

28. Please describe the methods and technologies being used ensure redundancy and reliability of the proposed service. Please address this generally, as well as specifically for potential emergency situations to ensure reliability of 911 capabilities.

Response: The Charter corporate family has extensive experience managing the technical and customer service-related issues associated with the provision of mass-market consumer voice and broadband Internet access services. Charter has been providing voice and broadband Internet access services to customers for almost twenty years. Charter monitors its network performance on a 24/7/365 basis and has implemented procedures to leverage its extensive engineering resources quickly and effectively to install, modify, repair, and/or restore services, as necessary.

As part of providing its services, Charter has contingency plans in place for emergency situations for each of Charter's major network hubs and/or facilities that are geographically distributed across the United States. These plans contain activation, staffing, escalation, and communication procedures to identify and respond to such emergencies. Additionally, all switching facilities are equipped with independent power generators and sufficient fuel to operate for several days to mitigate commercial power outages. The design of these facilities contains multiple levels of redundancy and autonomy that also mitigate the need for dedicated human interaction.

TWCIS will apply this successful model to their services and customers in the RDOF Census Blocks in Pennsylvania.

Exhibit 1

Lifeline Advertising

Lifeline Advertising

In states where certain affiliates of Time Warner Cable Information Services (Pennsylvania), LLC (“TWCIS”) are currently Lifeline-only ETCs, the Charter affiliates advertise their Lifeline service availability through Spectrum webpages, interactive voice response messages when consumers call into customer support, notices in annual bill messages, and with brochures available in retail stores within Charter’s ETC designated areas. TWCIS anticipates using one or more of these approaches in Pennsylvania to advertise the availability of Lifeline service in the RDOF Census Blocks.

The following pages provide a sample Lifeline brochure that is currently used by a Charter affiliate in New York, Charter-specific cover page, and retail display that represent examples of what could be adapted for TWCIS’s Lifeline outreach in Pennsylvania.

WHAT DO I NEED TO KNOW ABOUT LIFELINE?

Lifeline is an assistance program that provides discounts to help income-eligible consumers stay connected and save money on their phone bills. Key provisions of the program include:

Eligibility:

Lifeline is only available to qualifying low income customers. See inside for information about eligibility requirements.

One Discount:

Eligible customers may only receive one Lifeline discount service at a time; the discount can be applied to either landline or wireless service but not both.

In addition, only one Lifeline discount is available per household. "Household" is defined as any individual or group of individuals who live together at the same address.

Recertification:

Lifeline subscribers must recertify annually that they are eligible to participate in the program and that they and their household only receive one Lifeline discount. Lifeline enrollees are obligated to respond to recertification requests: customers who fail to recertify will be de-enrolled from the program.

LEARN MORE ABOUT LIFELINE.

Contact your telephone company or visit the Universal Service Administrative Company website at www.usac.org to learn more about the Lifeline program and apply today.



For a list of telephone companies participating in the Lifeline program, visit the NYS Public Service Commission's website:

www.AskPSC.com

You can also contact the Commission:

by email at:

web.questions@dps.ny.gov

by phone (toll-free) at:

1-800-342-3377



**Department of
Public Service**

www.AskPSC.com
web.questions@dps.ny.gov
1-800-342-3377

A New York State Department of Public Service Guide
Lifeline Telephone Service

8/19/11

Qualifying consumers can receive a discount on their home or wireless telephone service

SAVE MONEY ON YOUR PHONE BILLS.

Lifeline Telephone
Service



HOW DOES LIFELINE WORK?

Qualifying consumers can apply for Lifeline to receive a monthly discount on either their landline telephone service or their wireless service. Lifeline benefits include:

- A bill credit and a waiver of the federal subscriber line charge for landline customers.
- Mobile data usage and/or voice usage allowances and reduced rates for wireless customers.
- Additional discounts may also apply.

Total savings and benefits will vary depending on your telecommunications company.

WHAT IS TRIBAL LANDS LIFELINE?

Residents of federally-recognized tribal lands may be eligible for additional Lifeline benefits, as well as a discount on initial activation of telephone service.

Enhanced Support: This program provides additional discounts on telephone service for qualified income-eligible consumers living on rural Tribal lands. Consumers will only be able to use the enhanced Lifeline support with service providers that build and maintain their own networks.

Link Up: The Link Up program provides a reimbursement of up to \$100 on the initial installation or activation of telephone service at a customer's primary residence. Link Up is a one-time benefit per address: eligible consumers may request Link Up with any change to their primary residential address within rural tribal lands.

DO I QUALIFY FOR LIFELINE?

In New York State, consumers can qualify for the Lifeline program based on the following eligibility criteria:

- **Income Based:** Your income is at or below 135% of the Federal Poverty Guidelines. Visit www.lifelinesupport.org or call 1-800-234-9473 for the latest income guidelines.

- **Federal Assistance Programs:** You participate in one of the federal assistance programs listed below.

- Supplemental Security Income (SSI)
- Supplemental Nutrition Assistance Program (SNAP), formerly Food Stamps
- Medicaid
- Federal Public Housing Assistance
- Veteran's Pension and Survivors Benefit
- Tribal Programs including Bureau of Indian Affairs General Assistance, Tribal Temporary Assistance for Needy Families, Food Distribution Program on Indian Reservations, Tribal Lands Head Start (if income eligibility criteria are met).

- **State Assistance Programs:** You participate in one of the New York State recognized assistance programs listed below:

- Home Energy Assistance Program (HEAP)
- Family Assistance/Safety Net Assistance
- National School Lunch Program

Please be aware that on an annual basis you will be asked to recertify your Lifeline eligibility and confirm that no one else in your household has Lifeline service.

HOW DO I APPLY?

There are two ways to apply for Lifeline depending on your eligibility criteria:

- **Eligibility based on Income level or participation in a qualifying federal program:**
Apply through the administrator of the federal Lifeline program - the Universal Service Administrative Company (USAC).

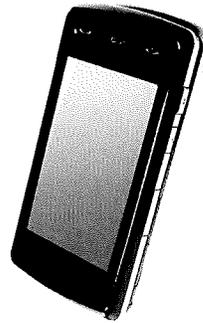
Visit the USAC website at www.usac.org to verify eligibility and apply for the program.

- **Eligibility based on participation in a qualifying New York State program:**

Contact your telephone carrier and ask about their Lifeline Program.

You can obtain a list of landline and wireless companies that offer Lifeline in New York State by contacting the New York State Department of Public Service:

www.AskPSC.com
web.questions@dps.ny.gov
1-800-342-3377





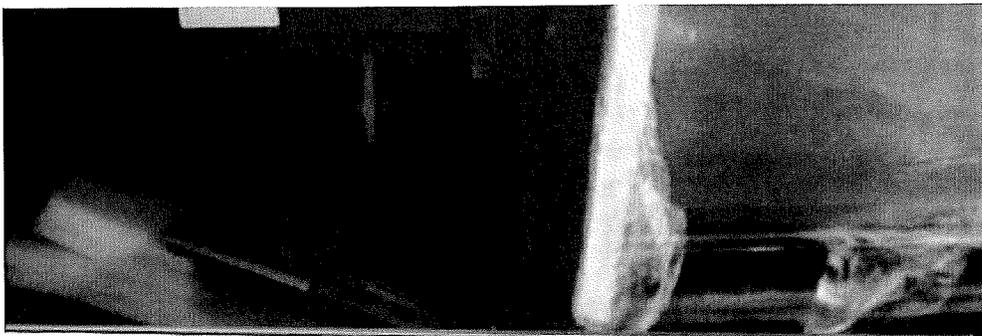
Lifeline Telephone Service

Spectrum consumers in New York may be eligible for Lifeline telephone service discounts if they meet certain eligibility criteria.

The attached brochure provided by the New York Department of Public Service outlines program details and eligibility requirements regarding the Lifeline assistance program that enables discounts to help income-eligible consumers to stay connected and save money on their monthly phone bill.

Spectrum provides Lifeline discounts to qualified customers of its wireline voice service. **Lifeline discounts are NOT available for Spectrum wireless service.**

Additional information regarding the Lifeline program can be found on the Spectrum website at <https://www.spectrum.net/support/voice/new-york-lifeline-phone-credit>, by contacting the FCC Lifeline Administrator at www.usac.org or the NY PSC at www.AskPSC.com or webquestion@dps.ny.gov.



Spectrum

Lifeline Telephone Service

Spectrum consumers in New York may be eligible for Lifeline telephone service discounts if they meet certain eligibility criteria.

The attached brochure provided by the New York Department of Public Service outlines program details and eligibility requirements regarding the Lifeline assistance program that enables discounts to help income-eligible consumers to stay connected and save money on their monthly phone bill. Spectrum provides Lifeline discounts to qualified customers of its wireless voice service.

Lifeline discounts are NOT available for Spectrum wireless service.

Additional information regarding the Lifeline program can be found on the Spectrum website at <http://www.spectrum.net/support/ny-new> by contacting the FCC Lifeline Administrator at www.fcc.gov or the NY PSC at www.nypsc.com or www.nypsc.gov.



Department
of Public Service

SAVE MONEY
ON YOUR
PHONE BILLS.

Lifeline Telephone
Service



Qualifying consumers can receive a discount on their home or wireless telephone service

Exhibit 2

Terms of Service

Spectrum Residential General Terms and Conditions of Service

In addition to these Residential General Terms and Conditions of Service ("General Terms"), You, individually, and on behalf of household members and guests, and any other person who uses the Services (collectively "You" or "Subscriber"), agree to be bound by the terms of service applicable to the residential Spectrum service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Spectrum Subscriber Privacy Notice, which may each be found at www.spectrum.com, under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service") and are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control. For purposes of these Terms of Service, all references to "Spectrum" mean Charter Communications Operating, LLC and any of its affiliates or subsidiaries providing Subscriber the Services (including 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.

Subscriber accepts these General Terms in any of the following ways: agreeing in writing, by phone, by email, online, in person; paying for the Service(s) and/or Device(s); breaking the seal on the box of the Equipment or Device; or activating, using, or attempting to use the Service, Equipment or Device. Subscriber should regularly consult Spectrum's website at www.spectrum.com/policies/terms-of-service for updates. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms and Terms of Service incorporated herein.

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

THESE GENERAL TERMS 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 GENERAL TERMS WITH RESPECT TO ALL SERVICES. SEE SECTION 28 FOR DETAILS ON THESE PROVISIONS.

1. Charges and Billing

a. Payment of Charges: Billing may commence on or after the earlier of (a) the activation of any Service or Device, or (b) 8 days after customer pickup or shipment by Spectrum of Devices or Equipment. Subscriber agrees to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, live-agent customer assistance, monthly subscription service, Equipment (as defined below), 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 4 - "Spectrum Refund Policy/30-Day Guarantee", Subscriber shall be responsible for the full monthly charge (without pro-ration) for those Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Service prior to the conclusion of the current monthly subscription service period, and for charges for per program, Pay Per View, On Demand, per event or program Video Services ordered or per unit or minute usage charges, or roaming used by the Subscriber or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Unless Subscriber cancels Service on or before the last day of the current monthly subscription service period, Subscriber will be charged in full for Services the next monthly subscription service period. The monthly subscription service period can be found in Subscriber's billing statement.

c. Remedies for Failure to Pay/Late Payments: Subscriber shall notify Spectrum of disputed charges or items within sixty (60) days of invoice receipt or online posting, or longer as required by applicable law. Failure to pay charges billed when due (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 devices (each a "Subscriber Purchased Device") from Spectrum under an installment plan agreement, Spectrum is not extending Subscriber any credit and therefore Spectrum and Subscriber are not entering into a consumer credit or similar transaction. Sales of any Subscriber Purchased Device(s) are final upon the earlier to occur of the effective date of any applicable installment plan agreement therefor or the opening of the respective packaging thereof, and 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).

2. Electronic Payment Terms. Unless You subscribe to Spectrum's Mobile Services, 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 Subscriber's 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 mobile app, or 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, the Terms of Service, 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 855-707-7328.

j) Without limitation, 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 2 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) Subscriber's use of the Electronic Payment Services, whether through Spectrum's websites, interactive voice response systems or through any other means, is for Subscriber's 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.

3. 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 General Terms 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, the applicable of Subscriber's Auto Pay or One Time Pay authorization will be terminated.

4. 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 nor are any related installation fees that may apply. 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.

5. 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).

6. 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 Service location are intended to remain at the specific Service location 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.

7. 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. Subject to applicable law, Spectrum may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.

8. 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, 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", 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.

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.

9. 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.

10. 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.

11. 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 General Terms shall be terminated and the provisions of Section 16 shall apply to such termination.

12. 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.

13. 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. Spectrum may call, text or e-mail Subscriber or authorize others to call, text, or e-mail Subscriber on its behalf including but not limited to at any number or e-mail Subscriber provides to Spectrum (or that Spectrum issues to Subscriber) for communications pertaining to Subscriber's account, Equipment, Service or other informational purposes. Subscriber may not revoke Subscriber's consent to receive collection-related communications or any other non-marketing communication/notice pertaining to Subscriber's account, Equipment or Service (e.g., default, service message, etc.). If Subscriber's numbers are included on state or federal "do not call" lists, Spectrum will not call or text Subscriber for marketing purposes. Subscriber is responsible for charges for incoming text or e-mail messages on Subscriber's wireless phone(s).

c. Automated Calls. Spectrum (or persons acting on Spectrum's behalf) may use automated dialing systems or artificial or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.

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

e. Other Consents. Spectrum may ask Subscriber to provide other consents or authorizations, including by electronic means, email or Subscriber's equipment (for instance, using Subscriber's 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 Subscriber's location has been authorized by Subscriber.

f. 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.

g. Subscriber's Right to Opt Out of Certain Automated Calls. If Subscriber does not wish to receive marketing calls, messages, or texts from Spectrum via automated dialing systems or pre-recorded messages on Subscriber's cellular phone, Subscriber may visit our websites to manage communication preferences. Subscriber also agrees to allow Spectrum sixty (60) business days to honor Subscriber's request, and further agrees that Spectrum will not be liable for any calls or texts to Subscriber in the interim.

h. Subscriber understands that Spectrum will continue to use automated dialing systems or pre-recorded messages on Subscriber's cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations, and account status updates.

14. Secure Connection Requirements. Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under the 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.

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

16. Termination and Expiration:

a) Termination by Subscriber: Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. 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 General Terms 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 the 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 General Terms. 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 General Terms or the 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 the 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.

17. Spectrum's Right to Pursue Remedies and Subscriber's Indemnification Obligations. If Subscriber breaches the 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 General Terms' 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.

18. 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.

19. 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.

20. Content and Services: All Services are subject to change in accordance with applicable law.

21. Rates: All rates are subject to change in accordance with applicable law.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 (iv) 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.

LIMITATION OF LIABILITY. 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).

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. 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 GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

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 GENERAL TERMS.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.

27. Privacy Policy. Spectrum will provide Subscriber with a copy of its customer 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 notice by going to www.spectrum.com/privacy, and then "Your Privacy Rights." 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 Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to Spectrum's policies.

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

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

Subject to the "Exclusions" paragraph below, Spectrum and Subscriber agree to arbitrate disputes and claims arising out of or relating to these General Terms, 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 GENERAL TERMS 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, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of these General Terms.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these General Terms, 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.

SPECTRUM SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000. SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF SPECTRUM UNDER APPLICABLE LAW.

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.

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 General Terms.

SUBSCRIBER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'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 this arbitration provision 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 through arbitration. 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.

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 FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from these General Terms, 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 General Terms.

SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST SPECTRUM, UNLESS SUBSCRIBER OPTS OUT. Subscriber must bring any claim against Spectrum within one (1)

year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If Subscriber does not bring a claim within this period, Subscriber waives, to the fullest extent permitted by law, all rights Subscriber has to such claim and Spectrum will have no liability with respect to such claim.

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 General Terms.

29. 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.

30. Survival of Terms. In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. Spectrum's right to contact Subscriber shall also survive these General Terms unless Subscriber opts out in the manner described in these General Terms. All other obligations of Subscriber and Spectrum under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

31. Entire Agreement: These General Terms (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. Subscriber agrees that, if any portion of these General Terms is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Spectrum fails to insist upon or enforce strict performance of any provision of these General Terms, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these General Terms.

Spectrum Residential Internet Services Agreement

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

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

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

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

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

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

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

services that Subscriber elects to use in connection with the Internet Service.

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

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

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

4. Software: At the time of installation of the Internet Service, Spectrum may provide Subscriber with common Spectrum or third party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Spectrum does not support third party software. Any and all software provided by Spectrum is the property of Spectrum and/or its suppliers and licensors. Spectrum hereby grants Subscriber a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Spectrum and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Spectrum. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Spectrum that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum network.

5. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not Spectrum, shall be solely responsible in any manner for the effectiveness of these blocking and filtering

technologies. Spectrum does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Spectrum warrant that the data or files will be free from computer viruses or other harmful components. Spectrum has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet. Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third party.

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

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

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

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

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

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

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

10. Termination: Spectrum shall have the right to terminate the Internet Service upon any violation of the Terms of Service. Spectrum will not be responsible for the return of data stored on Spectrum's servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.

11. Disclaimer of Warranties and Limitation of Liability.

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

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

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

accuracy, efficacy or performance. Subscriber understands and agrees that Spectrum and its third party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.

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

e. Bandwidth.

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

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

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

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

12. Limitation of Liability/Exclusive Remedy: Spectrum's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Spectrum of any obligation Spectrum may have under these Terms of Service, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Spectrum to Subscriber. In addition, Spectrum shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-

in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Spectrum shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

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

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

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

16. Additional Terms for Spectrum WiFi: Spectrum WiFi supported by the Spectrum-provided wireless router ("Spectrum Router") is a service available to certain subscribers and provides wireless access to the Spectrum Internet Service within the Subscriber's residence ("Home Network") and beyond the Subscriber's residence, for which Subscriber may be charged a fee consistent with Spectrum's then-current practices. The Spectrum Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber may modify the default settings and configurations on the Spectrum Managed Router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum Managed Router and Subscriber's connection to the Internet Service via the Home Network. Spectrum WiFi accessed beyond the Home Network

may be subject to additional terms and conditions imposed by the respective third party whose network the Subscriber may access. Spectrum is not responsible for the speed or performance of the Internet Service to the extent accessed by Subscriber on a third party network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Spectrum-provided applications. Spectrum reserves the right to preconfigure the Spectrum Managed Router to distribute a wireless Internet access point (i.e. a Spectrum WiFi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Subscriber for any purpose. Subscriber shall have the right to disable such Spectrum WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot. The Spectrum Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum Managed Router in order to provide support and diagnostic services. Spectrum reserves the right to modify the network name and password for the Spectrum Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Spectrum Managed Router is Spectrum Equipment.

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

18. Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Spectrum's network and other subscribers. For purposes of clarification, Spectrum hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.

19. Amendment: Spectrum may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Spectrum may notify Subscriber of any such changes by posting notice of such changes on Spectrum's website at www.spectrum.com/policies/terms-of-

service.html, under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify Spectrum that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.

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

Spectrum Residential Voice Services Agreement

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

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

Subscriber's use of Spectrum Voice™ Service (also, "Voice Service") shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Subscriber must activate all Spectrum Voice Services ordered. Spectrum shall have no liability whatsoever if the subscriber does not activate such Services. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of the Voice Service and notify Spectrum's Customer Service Department at 1-888-438-2427 to terminate the Voice Service. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This agreement (the "Agreement") is a binding legal document that may be amended unilaterally by Spectrum with or without notice to Subscriber.

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

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

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

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

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

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

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

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

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

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

v. In some locations, E-911 service may not yet be available. Such services are dependent on the equipment and facilities of the local governments in which Spectrum provides Voice

Service. In such cases, regular 911 service will be available and Subscriber will need to convey the location information to the emergency operator.

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

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

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

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

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

e. International Calling: Spectrum Voice Service offers a per minute calling plan for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses to use this service Subscriber will be charged for direct-dial international calls in addition to the flat monthly recurring rate that Subscriber pays for Spectrum Voice Service. Spectrum Voice Service also offers optional flat rate international calling plans for direct-dialed calls made from Subscriber's residence to locations outside of their calling plan. If Subscriber chooses an international plan, Subscriber will be charged a flat monthly fee for direct-dial international calls in addition to the monthly recurring rate that Subscriber pays for Voice

Service. After Subscriber's monthly international calling plan minutes are used, unless Subscriber's plan includes unlimited international calling, each additional minute will be charged at a per-minute rate. For both per-minute international calling and international calling plans, calls are measured in increments of one minute. All calls which are a fraction of a minute are rounded up to the next whole minute. Timing on completed calls begins when the call is answered by the called party. Answering is determined when call signaling provided by the terminating local carrier, and/or any intermediate carrier(s), so indicate. Timing terminates on all calls when the calling party hangs up or when Spectrum's network receives a termination signal from the terminating local carrier and/or any intermediate carrier(s). Unused minutes per month do not roll over to the next month. You may access international rates and information about international calling plans online at www.spectrum.net/rates.

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

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

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

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

4. Voice Service Limitations:

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

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

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

c. Additional Limitations:

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

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

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

the lack of available services from, or interconnection with, the services or facilities of service providers; or (iii) any cause beyond Spectrum's control.

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

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

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

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

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

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

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

7. Limitation of Liability:

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

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

OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE PUBLICATION OF A LISTING WHICH SUBSCRIBER HAS REQUESTED TO BE OMITTED FROM THE APPLICABLE WHITE PAGES DIRECTORY, INCLUDING ANY ONLINE DIRECTORY, OR THE DISCLOSING OF SUCH A LISTING TO ANY PERSON (INCLUDING ANY MISTAKE OR ERROR IN SUCH LISTING).

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

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

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

11. Prohibited Uses:

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

b. Fraud; Illegality: Spectrum may block calls that are made to certain countries, cities or telephone exchanges, or that use certain authorization codes if, in its sole discretion, Spectrum deems it reasonably necessary to prevent unlawful or fraudulent use of the Voice Service. Subscriber is responsible for securing Subscriber's telephone equipment, and Spectrum's equipment located at Subscriber's premises, from being used to place fraudulent calls using Spectrum Voice Service provided to Subscriber. Subscriber is also responsible for any fraudulent or unauthorized use of the Voice Service that occurs through Subscriber's account regardless of who is responsible for such usage. Subscriber shall be solely responsible for payment of all applicable charges for Voice Service provided by Spectrum and charged to Subscriber's account, even where calls are originated by fraudulent means either from Subscriber's premises or from remote locations. Spectrum is not liable for any damages or fees, including toll usage charges, Subscriber may incur as a result of unauthorized use of the Voice Service provided to Subscriber. Unauthorized use of Subscriber's facilities may include, but is not limited to, the placement of calls from Subscriber's premises and the placement of calls through Subscriber's equipment that are transmitted or carried on Spectrum's network. Misuse of Voice Service could include voice modem hijacking, excessive usage of International calling, 411 directory assistance calls and other per-use charges.

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

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

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

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.4 LIFELINE TELEPHONE SERVICE

Eligible subscribers will receive a monthly credit, based on the Federal Lifeline Program, towards their existing phone pricing plan in the amount of \$5.25 and an additional monthly credit, based on their eligibility in 4.4.2 below in an amount not to exceed \$7.00.⁽¹⁾

(T)

4.4.2 Eligibility

- A. This service is restricted to low income residential customers for a single exchange access line, per household, at the principal residence. A household is defined as any individual or group of individuals living together at the same address as one economic unit. To qualify, a Customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size; or participate in any one of the following assistance programs:

Medicaid
Supplemental Nutrition Assistance Program (SNAP)
Supplemental Security Income (SSI)
Federal Public Housing Assistance (FPHA)
Low Income Home Energy Assistance Program (LIHEAP)⁽²⁾
National School Lunch Program (NSLP)⁽²⁾
Temporary Assistance for Needy Families (TANF)⁽²⁾

Veteran's Pension and Survivor Benefit

1. Eligible new customers subscribing to Residential Flat Rate Voice with Cable Television and/or Internet bundle at \$12.99 will receive a Federal Lifeline Program based monthly credit of \$5.25 and an additional monthly credit of \$4.00. Existing customers will continue to pay their current rate of \$9.99 and will receive a Federal Lifeline Program based monthly credit of \$5.25 and an additional monthly credit of \$4.00 will continue.
2. These qualifying programs are New York State specific.

(T)

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.4 LIFELINE TELEPHONE SERVICE (CONT'D.)

4.4.2 Eligibility (Cont'd.)

- B. A customer may use the National Verifier¹ application system available at <https://nationalverifier.servicenow.com/lifeline> to determine eligibility and submit a Lifeline application (online or by mail). Helpful information about the Lifeline program is available at <https://www.lifelinesupport.org>. A customer may also contact the Company directly for assistance with submitting an application and establishing Lifeline service. (T)
- C. The Customer, or anyone else in the Customer's household, may not receive Lifeline service concurrently from another provider of telecommunications services.
- D. Lifeline services are effective the month following the Company's determination of eligibility.
- E. Every year, customers must show that they still qualify for Lifeline service. The National Verifier will first try to confirm eligibility through an automated process but if that fails then the Customer will be mailed a recertification letter explaining how the Customer can self-certify using online, IVR or mail-in options. Customers must follow these instructions in the specified timeframe or they will be de-enrolled from the program and will lose Lifeline benefits.

¹ The National Verifier is a centralized system established by the FCC and operated by USAC who establishes program rules, verifies Lifeline applicants' eligibility and recertifies subscriber eligibility annually.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

4.4 LIFELINE TELEPHONE SERVICE (CONT'D.)

(N)

4.4.3 Other Charges

- A. Service connection charges do not apply to change existing service to, from, or within Lifeline service. For connection of new service, service connection charges apply.
- B. For any Lifeline offering that distinguishes between toll and non-toll calls, toll limitation is offered at no charge to those Lifeline Customers who request this service.
- C. The Company will not collect a service deposit for Lifeline plans that do not charge additional fees for toll calls, or for which a subscriber has elected toll limitation service.
- D. Taxes, charges and surcharges may apply as set forth in Sections 2.11 and 2.12.

(N)

IMPORTANT INFORMATION ABOUT SPECTRUM VOICE® 911 SERVICES & BATTERY BACKUP

To help you quickly respond to emergencies, Spectrum provides emergency 911 services much like traditional telephone companies. Should you ever need to access emergency services – fire, police, or ambulance – just dial the familiar digits “9-1-1,” using your Spectrum Voice Service. Your call will be routed directly to a public-safety operator, who will dispatch the appropriate services. With Enhanced 911, emergency services will be able to quickly find you – your telephone number and address are electronically sent to the operator the moment your call goes through.

Spectrum provides Voice Service in your home using a Multimedia Terminal Adapter (MTA), or a telephone modem, that requires electrical power. Your Spectrum Voice Service equipment will not work in the event of a power outage unless you have a backup power source on your premises. An MTA may also accept a battery for use as a backup power source. For information on the MTA or telephone modem used in your home, please refer to the Spectrum website Spectrum.net/support/voice/phone-modems/. If you lose power to your MTA or telephone modem you will not be able to make or receive calls, including 911 calls, unless a battery-capable MTA is installed and a battery has been purchased and placed into the MTA.

Additionally, cordless telephones and other non-MTA equipment connected to the telephone line that require electricity to operate, such as telecommunications devices used to assist with disabilities, will not work without electric power and your MTA battery cannot be used to power these devices. Accordingly, to maintain power to telephone line devices other than the MTA, you must have batteries compatible with those devices that would allow them to function for a period of time without electricity to your residence.

You are responsible for providing and installing batteries for your cordless telephone and other telecommunications devices, and to ensure that they operate during a power outage. You can maximize your ability to make necessary calls during a power outage by not making unnecessary calls or by limiting the duration of any calls you make or receive. You are also responsible for the purchase of the MTA backup battery or replacement battery for which you will incur a one-time charge of \$60.00 for each battery ordered. If you would like information about your MTA or backup battery, including ordering an initial battery or extra batteries, costs, the MTA manufacturer or upgrading your MTA to a model that includes a slot for a backup battery, you should contact a Spectrum Representative at the toll free number listed on your bill. Alternatively, you can power your MTA using a commercially available uninterruptible power supply. You can contact Spectrum Customer Care for more information about an uninterruptible power supply.

Spectrum offers two backup battery options. They are designed only to power your MTA to enable calling, including 911 calling, for up to eight or twenty four hours of standby time and approximately five hours of talk time, in the event of a power outage – depending on the option you choose.

You are also responsible for monitoring the status of the backup battery and for ensuring that the battery is charging normally. If the MTA loses electric power the battery will need to be re-charged when power is re-established. If your location previously had Spectrum Voice Service with a backup battery you are still responsible for battery monitoring and replacement of the battery at your cost.

Battery Backup options are:

Battery Backup Options		
	8 Hour	24 Hour
One-Time Cost/Fee	\$60	\$60
Life Expectancy	6 - 10 years	5 years
Battery Status Light Conditions	1) If the status light is green and flashing, this means that the installed battery is operational 2) A steady green light represents a fully charged battery; this typically takes a few hours after initial power-up. 3) An amber light signifies that the battery will not hold a charge or cannot be charged. If the unit displays an amber light, the battery should be replaced. 4) If there is no light a battery may not be installed properly or the battery is running during a power outage.	1) If the status light is blue and flashing, this means that the installed battery is operational 2) A steady blue light represents a fully charged battery; this typically takes a few hours after initial power-up. 3) A red light signifies that the battery will not hold a charge or cannot be charged. If the unit displays a red light, the battery should be replaced. 4) If the battery LED shows solid blue “battery” text on your device, the battery may not be installed properly or the battery is running during a power outage.

The backup battery or extra batteries, can safely be stored within the following temperature range: -4°F to 140°F (-20°C to 60°C). Importantly, storage of backup batteries above 77°F (25°C) is not recommended and will significantly reduce the life of the battery.

Whenever commercial power or its equivalent is required to operate services or facilities provided by the Company at the customer’s premises, the customer shall: furnish such power which shall be suitable for the purpose; provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe condition, and allow the Company access to the power supply, if necessary. In the event of a power failure, no allowance is made for interruption of service and the Company shall not be held liable for such an interruption of service. Nor shall the company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet. Because you are responsible for monitoring and replacing your backup battery, the Company shall have no liability for failure of a backup battery to provide adequate power during a power outage.

Battery Warranty: If you purchase your battery from Spectrum and it is defective, Spectrum will replace it for up to one year from the date of purchase. ©2020 Charter Communications. SA4KF0QS

Exhibit 3

911 Warning Label

FOR EMERGENCY
Dial 911

POLICE • FIRE • MEDICAL

E911 services will not function properly if the phone equipment is moved without prior notice to Spectrum. Contact Spectrum Customer Service prior to any change of physical location. In the event of a power outage, 911 service will not be available unless at the time of ordering service you purchased a battery backup. Customers who did not purchase a battery can do so at any time by calling 1-855-70-SPECTRUM.

Spectrum▶

FOR EMERGENCY
Dial 911

POLICE • FIRE • MEDICAL

E911 services will not function properly if the phone equipment is moved without prior notice to Spectrum. Contact Spectrum Customer Service prior to any change of physical location. In the event of a power outage, 911 service will not be available unless at the time of ordering service you purchased a battery backup. Customers who did not purchase a battery can do so at any time by calling 1-855-70-SPECTRUM.

Spectrum▶

These stickers are provided for you to place on or near your phone.