

# Customer agreement, policies, and service disclosure

**wave**<sup>®</sup>

1-866-928-3123 ► [wavehome.com](http://wavehome.com)

# Residential Services Subscriber Agreement

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Wave agrees to provide you with the Services you have ordered from Wave under the terms and conditions of the Agreement. By using the Services, you (i) agree to abide by, and require others using the Services through your account to abide by the terms of the Agreement, and (ii) represent and warrant that you are at least 18 years of age. A copy of this Residential Services Subscriber Agreement can be found at [www.wavehome.com](http://www.wavehome.com), or another online location designated by Wave, or can be obtained at your local Wave office or by calling Wave at 1-866-928-3123.

Wave reserves the right to modify the terms of the Agreement and/or prices for the Services and may discontinue or revise any or all other aspects of the Services in its sole discretion at any time by posting changes online. Any change will be effective when Wave posts the change online at [www.wavehome.com](http://www.wavehome.com) or another online location designated by Wave. Your continued use of the Services after changes are posted constitutes your acceptance of the Agreement as modified by the posted changes. The updated, online version of the Agreement shall supersede any prior version of the Agreement that may have been included in any software or related materials provided by Wave.

For significant changes to the Agreement, Wave will notify you separately, which may include a notice as a message on Wave's bill to you. Any such changes shall become effective immediately except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. If you do not agree to any such change, you have the right to cancel the Services. However, if you continue to use the Services, you will have accepted the changes.

The Agreement, as it may be amended from time to time, constitutes the entire agreement between Wave and you. The Agreement supersedes all previous written or oral agreements between Wave and you. You are not entitled to rely on any oral or written statements by Wave's representatives relating to the subjects covered by these documents, whether made prior to the date of your Work Order or thereafter, and Wave will have no liability to you except in respect of its obligations as described in the Agreement and the other documents referred to above. The use of your Services by any person other than you is also subject to the terms of the Agreement.

## 1. Definitions

(a) "Agreement" means this Residential Services Subscriber Agreement, as it may be amended from time to time by Wave, the accompanying Work Order, and the corresponding Terms of Use for your Services and the related Price List(s).

(b) "Cable Service" means video and/or audio programming Services such as basic, standard, digital and premium Services, Services provided on a per-channel or per-program basis, pay-per-play, pay-per-view or video on demand

(c) "Customer Equipment" means any equipment provided by you including, but not limited to, a phone handset or equivalent, phone inside wire and outlets, a powered electrical outlet, cable modems, voice-enabled cable modems, remote control units, telephone handsets and base stations and any other equipment provided by you for use in connection with the Services under the Agreement.

(d) "Data Service" means data transport and Internet access services, including but not limited wireless fidelity ("wifi") in-home access services.

(e) "Price List(s)" means the prices, as maintained pursuant to a pricing schedule that may be updated

from time to time, for which Wave offers Service in your area.

(f) "Service(s)" means that service or those services provided to you by Wave, which may include Cable Service, Data Service, Telephone Service and equipment based services such as digital video recorder services.

(g) "Software" means the computer software, if any, licensed by Wave to you to facilitate installation, access or use of the Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any Wave Equipment.

(h) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by or posted on line by Wave or any third party regarding use of the Services.

(i) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 12(a), as it may be amended from time to time by Wave.

(j) "Telephone Service" means the local and long distance telephone calling services as set forth in the Wave tariffs on file with the appropriate federal and/or state regulatory agencies, together with any access to Wave's Internet Protocol voice network to make such calls. In the event a question arises requiring an interpretation of the terms of service in the Agreement, the provisions found in the tariff will take precedence.

(k) "Terms of Use" shall mean all rules, terms and conditions set forth in the Agreement or otherwise established now or hereafter by Wave regarding permissible or impermissible uses of or activities related to, the Services, including but not limited to Wave's Acceptable Use Policy and Network Management Policy, as may be amended from time to time by Wave. Wave will post the Terms of Use at [www.wavehome.com](http://www.wavehome.com), or another online site designated by Wave.

(l) "Wave" means Wave Division Holdings, LLC d/b/a Wave and any of its affiliates and subsidiaries and their respective directors, officers, employees and agents, as well as the local Wave-affiliated cable operator that is providing the Services over its cable system.

(m) "Wave Equipment" means any equipment provided by Wave to you including, but not limited to, wire, cable, cable conduit, splitters, junction boxes, converter boxes (also known as "set top" boxes), decoders, terminals, cable modems, remote control units, DVRs, voice service access units (e.g., multimedia terminal adapters and analog telephone adapters), and any other equipment or materials provided to you by Wave for use in connection with the receipt of Services.

(n) "Work Order" means the Wave work order or service order provided to you in connection with the installation or commencement of your Service(s).

(o) "You" means the account holder identified on the Work Order as being authorized by Wave to access and use the Services.

## **2. Payment; Charges**

(a) You agree to pay Wave for (i) all use of the Services, (ii) installation and applicable service charges, (iii) Wave Equipment, and (iv) all applicable local, state and federal fees, assessments, charges and taxes. Charges for the Services are set forth on the applicable Price List(s) that you have received or have access to. You will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as otherwise specified in the applicable Price List(s). Wave may change both the fees and the types of charges (e.g., periodic, time-based, use-based) for your Services.

(b) Charges for installation of Services and related equipment available from Wave for a standard

Services installation are as described in the applicable Price List(s). Non-standard installations, if available, may result in additional charges as described in the applicable Price List(s). In addition, unless otherwise covered in a service protection plan purchased by you, you agree to pay charges for repair service calls resulting from your misuse of Wave Equipment or for failures in equipment not supplied by Wave.

(c) If your Services account is past due and Wave sends a collector to your premises, a field collection fee may be charged. The current field collection fee is on the price list or can be provided on request. You will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by Wave in collecting any amounts due under the Agreement and not paid by you.

(d) All charges are payable on the due date specified, or as otherwise indicated, on your bill. You agree that late charges may be assessed, subject to applicable law, on amounts that are past due. Your failure to deliver Payment by the due date is a breach of the Agreement. The current late fees are on the price list or can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. Wave reserves the right to change the late fees.

(e) You agree that if your Services account with Wave is past due, Wave may terminate any of your Services or accounts, including Telephone Service, in accordance with applicable law. If you have a credit due to you or a deposit is being held on any account with Wave, you agree that the credit or deposit may be used to offset amounts past due on any other account you may have with Wave without notice to you. To reconnect any terminated Services, you may be required, in addition to Payment of all outstanding balances on all accounts with Wave, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection.

(f) Wave may verify your credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria. Wave may require a security deposit, or a bank or credit card or account debit authorization from you as a condition of providing or continuing to provide Services. If Wave requires a security deposit, the obligations of Wave regarding such security deposit will be governed by the terms of the deposit receipt provided by Wave to you at the time the deposit is collected. You agree that Wave may deduct amounts from your security deposit, bill any bank or credit card submitted by you, or utilize any other means of payment available to Wave, for any past due amounts payable by you to Wave, including in respect of damaged or unreturned Equipment.

(g) If you have elected to be billed by credit card, debit card or ACH transfer, you agree that you will automatically be billed each month for any amounts due under the Agreement. If you make payment by check, you authorize Wave and its agents to collect this item electronically.

(h) Wave may charge fees for all returned checks and account debit, bank card or charge card chargebacks. The current return/chargeback fees are listed in the list of charges on the applicable Price List(s) or can be provided on request. Wave reserves the right to change return/chargeback fees.

(i) All use of your Services, whether or not authorized by you, will be deemed your use and you will be responsible in all respects for all such use, including for payment of all charges attributable to your account (e.g., for video on demand movies, international long distance charges, etc.). Wave is entitled to assume that any communications made through your Services or from the location at which you receive the Services are your communications or have been authorized by you. You are legally responsible for all costs and charges associated with communications made through your Services or from the location at which you receive the Services whether made by you or a third party. You agree

that all such charges incurred by you or attributed to your account will be your sole and exclusive responsibility and agree to pay the same when due, and shall indemnify and hold harmless the Wave Parties for all liability for such charges.

(j) You acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services Wave provides and, consequently, uncertainty about what fees, taxes and surcharges are due from Wave and/or its customers. Accordingly, you agree that Wave has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to you. You further agree to waive any claims you may have regarding Wave's collection or remittance of such fees, taxes and surcharges. You further understand that you may obtain a list of the fees, taxes and surcharges that Wave currently collects or passes through by writing to Wave at the following address and requesting same: Wave, 401 Kirkland Parkplace, Suite 500, Kirkland, WA, 98033; Attention: Legal Department - Subscriber Tax Inquiries.

(k) You agree that it is your responsibility to report Wave billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, you agree that the errors are waived.

### **3. Installation; Equipment and cabling**

(a) If you are not the owner of the house, apartment or other premises upon which Wave Equipment and Software are to be installed, you warrant that you have obtained the consent of the owner of the premises for Wave personnel and/or its agents to enter the premises for the purposes described in the Agreement. You agree to indemnify and hold the Wave Parties harmless from and against any claims of the owner of the premises arising out of the performance of the Agreement (including costs and reasonable attorneys' fees).

(b) You authorize Wave to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. You authorize Wave to place equipment and cables on the premises to facilitate the provision of Services to you and other locations in the area. Wave shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the Wave Equipment, except for damage caused by the gross negligence or willful misconduct on the part of Wave. You agree to provide Wave and its authorized agents access to your premises during regular business hours upon reasonable notice during the term of the Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the Wave Equipment, to install Software, to conduct service theft audits, or to check for signal leakage. You agree that Wave may have reasonable access to easements and Wave Equipment located on the premises.

(c) The Wave Equipment is and at all times shall remain the sole and exclusive personal property of Wave, and you agree that you do not become an owner of any Wave Equipment by virtue of the Payments provided for in the Agreement or the attachment of any portion of the Wave Equipment to your residence or otherwise. You will not remove any markings or labels from the Wave Equipment indicating ownership or serial or identification numbers. Upon termination of any Services, you are responsible for arranging for the return of any and all Wave Equipment to Wave. Subject to any applicable laws or regulations, Wave may, but shall not be obligated to, retrieve any associated Wave Equipment not returned by you. Wave will not be deemed to have "abandoned" the Wave Equipment if it does not retrieve such equipment.

(d) Wave shall have the right to upgrade, modify and enhance Wave Equipment and Software from

time to time through “downloads” from Wave’s network or otherwise. Without limiting the foregoing, Wave may, at any time, employ such means to limit or increase the throughput available through individual cable modems whether or not provided by Wave.

(e) If the Services are terminated, you agree that you have no right to possess or use the Wave Equipment related to the terminated Services. You agree that you must arrange for the return of Wave Equipment to Wave, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If you do not promptly return the Wave Equipment or schedule with Wave for its disconnection and removal, Wave may enter any premises where the Wave Equipment may be located for the purpose of disconnecting and retrieving the Wave Equipment. You will pay any expense incurred by Wave in any retrieval of the unreturned Wave Equipment. Wave may charge you a continuing monthly fee until any outstanding Wave Equipment is returned, collected by Wave or fully paid for by you in accordance with Section 3(g). The current fee is listed in the list of charges on the price list or can be provided on request.

(f) You represent that you either own the Customer Equipment or have the right to use that equipment in connection with the Services. Wave shall have no obligation to provide, maintain, or service the Customer Equipment. Any Customer Equipment that you use in connection with the Services must meet Wave’s current minimum technical and other requirements. Those requirements are posted on the website at [www.wavehome.com](http://www.wavehome.com) (or on an alternative site as Wave may designate). The requirements may be revised by Wave from time to time. If you install or use in connection with the Services Customer Equipment that does not meet the minimum technical or other requirements described above (a “Non-Recommended Configuration”), you agree (i) that you will not be entitled to Customer support relating to any issues other than the quality of the signal delivered to the MTA, and (ii) that the following limitation of liability shall apply: **NEITHER WAVE NOR ANY OF ITS AFFILIATES OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NEITHER WAVE NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.** The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in the Agreement.

(g) You agree not to use Wave Equipment for any purpose other than to use the Services in accordance with the Agreement. Wave will repair and maintain all Wave Equipment during the term of the Agreement. You agree that you will not allow the Wave Equipment to be serviced by anyone other than Wave employees or agents. You agree not to sell, transfer, lease, encumber, or assign all or any part of the Wave Equipment to any third party. If any Wave Equipment or part thereof is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned, you agree to pay Wave the full manufacturer’s suggested retail price for its replacement, together with any incidental costs that we incur relating to its replacement. You will not relocate Wave Equipment to any other location. If you move the Wave Equipment, the Services may function improperly or fail to function at all. Wave shall not be liable for any damages, injuries, or other occurrences resulting therefrom. At your request, we may relocate the Wave Equipment within the premises for an additional charge, at a time agreeable to you and to Wave. If you change residences, you must contact Wave for information on whether the Wave Equipment and Services can be transferred to your new residence and what the relocation will cost. If you wish to disconnect the Services, you must contact Wave for information on the necessary procedures and cost.

#### **4. Use of services; Wave equipment and software**

(a) You agree that Wave has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). If Wave changes its equipment requirements with respect to any Services, you acknowledge that you may not be able to receive such Services utilizing your equipment. Upon any such change, your continued use of Services will constitute your consent to such change and your agreement to continue to receive the relevant Services, as so changed, pursuant to the Agreement. If you participate in a promotional offer for any Service(s) that covers a specified period of time, you agree that you are assured only that you will be charged the promotional price for such Service(s) during the time specified, and thereafter, you will be charged at Wave's standard rates. You agree that Wave shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price you are charged, during such promotional period.

(b) You agree that the Services you have requested are residential Services, offered for reasonable personal, non-commercial use only. You will use the Services for lawful purposes only. You will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. Among other things:

(i) If you receive Cable Service, you agree not to use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. You agree that, among other things, your use of the Services to transmit or distribute the Cable Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that you own or have the right to use), will constitute an enterprise purpose. If you use the Cable Service for any enterprise purpose, in addition to any other rights available to Wave pursuant to the Agreement, Wave may charge you its standard commercial rate for the Cable Service for all periods of such use (including, if applicable, back-billing you for any periods of past commercial use). You acknowledge that programs and other materials that you receive as part of the Cable Service remain part of the Cable Service even if you record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR or similar device.

(ii) If you receive Telephone Service, you agree not to use the Services for telemarketing, call center, medical transcription or facsimile broadcasting Services or for any enterprise purpose whether or not the enterprise is directed toward making a profit. You agree that, among other things, your use of the Services to make available your Telephone Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that you own or have the right to use), will constitute an enterprise purpose. If you use the Telephone Service for any enterprise purpose, in addition to any other rights available to Wave pursuant to the Agreement, Wave may charge you its standard commercial rate for the Telephone Service for all periods of such use (including, if applicable, back-billing you for any periods of past commercial use). Also, you assume the risk of high-risk activities. Telephone Service is not represented as fail-safe. It is not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Telephone Service could lead to material injury to business, persons, property, or the environment.

(iii) If you receive Data Service, you agree not to use the Data Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the Data Service) or for any enterprise purpose whether or not the enterprise is directed toward making

a profit. You agree that, among other things, your use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Work Order to use your Services, whether or not a fee is sought, will constitute an enterprise purpose. If you use the Data Service for any enterprise purpose, in addition to any other rights available to Wave pursuant to the Agreement, Wave may charge you its standard commercial rate for the Data Service for all periods of such use (including, if applicable, back-billing you for any periods of past commercial use). Furthermore, if you use a wireless network within your residence, you will limit wireless access to the Data Service (by establishing and using a secure password or similar means) to the members of your household.

(c) Theft or willful damage, alteration, or destruction of Wave Equipment, or unauthorized reception, theft or diversion of Services, or assisting such theft, diversion, or unauthorized reception is a breach of the Agreement and potentially punishable under law (including by way of statutory damages, fine and/or imprisonment). Nothing in the Agreement, including, Section 3(g) above, shall prevent Wave from enforcing any rights it has with respect to theft or unauthorized tampering of Services or Wave Equipment under applicable law.

(d) You agree that to the extent any Software is licensed (or sublicensed) to you by Wave, such Software is provided for the limited purpose of facilitating your use of the Services as described in the Agreement. You will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. You will return or destroy all Software provided by Wave and any related written materials promptly upon termination of the associated Services to you for any reason.

(e) You agree to be responsible for protecting the confidentiality of your screen names, passwords, personal identification numbers (PINs), parental control passwords or codes, and any other security measures. You also acknowledge that Wave's Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, Wave or certain third parties of information that may constitute personally identifiable information (as such term is used in the Communications Act of 1934) about you and for which Wave may be required, under the Communications Act of 1934, to obtain your consent. You agree that Wave may seek such consents (or indications of your election to "opt in" to certain Wave programs) electronically, including through the use of a "click through" screen. Any such consent or opt in election communicated through your Services or from the location at which you receive the Services may be treated by Wave as your consent or opt in election for the use of personally identifiable information

## **5. Special provisions regarding telephone service**

**(a) CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER TELEPHONE SERVICE OF THESE LIMITATIONS.**

(b) Telephone Service includes 911/Enhanced 911 dialing ("911/E911") that may differ from the 911 or Enhanced 911 dialing furnished by other providers. As such, it may have certain limitations.

(c) You acknowledge that the Wave Equipment used to provide Telephone Service is electrically powered and that the Telephone Service, including the ability to access 911 Services and home security and medical monitoring Services, may not operate in the event of an electrical power outage or if your broadband cable connection is disrupted or not operating. You acknowledge that, in the event of a power outage in your home, any battery you are using, whether received from Wave or otherwise, may enable back-up service for a limited period of time or not at all, depending on



the circumstances, and that the addition of a battery does not ensure that Telephone Service will be available in all circumstances, and that performance of any battery is not guaranteed. You also acknowledge that, in the event of a loss of power that disrupts your local Wave cable system, the battery will not provide back-up service and Telephone Service will not be available. You acknowledge and understand that your Wave Equipment provided for use with your Telephone Service may not have battery backup or another power source of its own. You may receive back-up batteries from Wave. Please see our website at [www.wavehome.com](http://www.wavehome.com) for details.

(d) You agree that Wave will not be responsible for any losses or damages arising as a result of the unavailability of the Telephone Service, including the inability to reach 911 or other emergency Services, or the inability to contact your home security system, fire alarm system or remote medical monitoring service provider. You acknowledge that Wave does not guarantee that Telephone Service will operate with your home security, fire alarm and/or medical monitoring systems, and that you must contact your home security or medical monitoring provider in order to test your system's operation with the Telephone Service. You agree that you are responsible for the cost of any such testing or any fees for configuring your home security, fire alarm or medical monitoring system to work with the Telephone Service.

(e) The location and address associated with your Telephone Service will be the address identified on the Work Order. You acknowledge that you are not permitted to move Wave Equipment from the location at the address in which it has been installed. Furthermore, if you move your Wave Equipment to an address different than that identified on the Work Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Work Order and not the new address.

(f) You acknowledge that the existing telephone wiring inside your home may not support both Telephone Service and digital subscriber line (DSL) service. Therefore, if you intend to use Telephone Service on all of your phone jacks, you may be required to maintain separate wiring, not provided by Wave, within your home specifically for DSL service or to disconnect your DSL service prior to receiving Telephone Service over your existing in-home wiring.

(g) You agree to provide Wave and its authorized agents with access to your telephone inside wiring at the Network Interface Device or at some other minimum point of entry in order to provide Telephone Service over your existing in-home wiring.

(h) You acknowledge that Telephone Service may not be compatible with certain data transmission Services, including but not limited to fax transmissions and dial-up Internet access and that you may be required to maintain a separate telephone line, not provided by Wave, in order to access such Services.

(i) For 911/E911 to work in accordance with Wave's specifications, we must have a correct service address for the location of your Wave Equipment. If you do not provide the correct address when you register for Telephone Service or if you relocate your Wave Equipment to a new address and do not register the new address with Wave, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. If you wish to relocate the Wave Equipment and continue to use Telephone Service including 911/E911, you must seek authorization for Telephone Service at your new service address (if available), and update your service address with Wave. 911/E911 may not function if Telephone Service is interrupted for any reason, including but not limited to failure of your Wave Equipment, incorrect configuration of your Wave Equipment, a power outage, failure

of our network or facilities, or suspension or disconnection of your services because of nonpayment.

**(j) YOU ACKNOWLEDGE AND UNDERSTAND THAT WAVE WILL NOT BE LIABLE FOR ANY TELEPHONE SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE TELEPHONE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 911/E911 FEATURE OR LIMITATIONS SET FORTH IN THE AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE TELEPHONE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF TELEPHONE SERVICE RELATING TO THE FAILURE, OUTAGE OR MALFUNCTION OF THE TELEPHONE SERVICE, INCLUDING THOSE RELATED TO 911/E911 OR THE FAILURE, OUTAGE OR MALFUNCTION OF THE WAVE EQUIPMENT OR FACILITIES.**

## **6. Special provisions regarding data service**

(a) You acknowledge that the Data Service is offered on a tiered basis and that each tier has "throughput" limits (i.e., limits on the maximum rate at which I may send and receive data at any time), "consumption" limits (i.e., limits on the amount of data that you may send or receive during the course of a month or over shorter periods) and other similar limits, all as set forth in the price list or the Terms of Use. You agree that Wave may change the throughput, consumption and other applicable limits of any tier(s) by amending the price list or the Terms of Use. Your continued use of the Data Service will constitute your acceptance of any new limits. You also agree that Wave may use technical means, including but not limited to suspending or reducing the speed of your service, to ensure compliance with these limits and the Terms of Use, and that Wave may move you to a higher tier of Data Service (which may result in higher monthly charges) or impose other charges and fees if your use exceeds these limits. You further agree that Wave has the right to monitor your usage patterns to facilitate the provision of the Data Service and to ensure your compliance with the Terms of Use. Wave may take such steps as it determines appropriate in the event your usage of the Data Service does not comply with the Terms of Use, including applicable consumption limits.

(b) You acknowledge that, although the Data Service provides a connection to the Internet, the Internet is an international computer network that is not owned, operated, or managed by, or in any way affiliated with Wave or any Wave Party. Wave cannot and does not guarantee that the Data Service will provide Internet access that is sufficient to meet your needs. Additionally, you understand that any speeds mentioned in connection with the Data Service are "up to" the mentioned speed and are not guaranteed. The actual speed and reliability of the Data Service can be affected by a number of factors, including, without limitation, the level of network traffic, the number of devices in use at any one time in your home, the distance between your device and any wireless transmitting equipment and the configuration of your computer or other device.

(c) You acknowledge that the Data Service provides a connection to the Internet that may be unfiltered, and that the Wave Parties neither control nor assume responsibility for any content on the Internet or content that is posted by a subscriber. Although Wave may make available certain parental control features, you acknowledge that such parental control features may not be entirely effective or foolproof and that, notwithstanding such features, you or members of your household may be exposed to unfiltered content.

(d) You agree that Wave has the right, but not the obligation, to edit, refuse to post or transmit, request

removal of, or remove or block any material transmitted through, submitted to or posted on the Data Service, if it determines in its sole discretion that the material is unacceptable or violates the terms of the Agreement, any Wave consumption limits or the Terms of Use. Such material might include personal home pages and links to other sites. In addition, you agree that, under such circumstances, Wave may suspend your account, take other action to prevent you from utilizing certain account privileges (e.g., home pages) or cancel your account without prior notification. You also agree that Wave may suspend or cancel your account for using all or part of the Data Service to post content to the Internet or to engage in "peer to peer" file exchanges or other forms of file exchanges that violate the Agreement or the Terms of Use.

## **7. Support; service and repairs**

(a) Your Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. Wave will, at its own expense, repair damage to or, at Wave's option, replace Wave Equipment, and otherwise attempt to correct interruptions of the Services, due to reasonable Wave Equipment wear and tear, or technical malfunction of the system or network operated by Wave. The Subscriber Materials contain details on contacting Wave for this support.

(b) Unless you have obtained a Wave service protection plan (if available in your area), you agree that Wave has no responsibility for the operation of any equipment, software or service other than the Services, the Wave Equipment and the Wave-licensed Software. For instance, you acknowledge that certain commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready," may not be able to receive or utilize all available Services without the addition of a Wave converter box or other Wave Equipment for which a fee may be charged. If you receive Data Service, Wave has no responsibility to support, maintain or repair any equipment, software or service that you elect to use in connection with the Data Service if provided by a third party. For assistance with technical problems arising from such equipment, software or services, you should refer to the customer materials and technical support provided by the manufacturer or provider of the software, equipment or services. Further, Wave is not responsible for any wiring inside your home or premises.

(d) If Wave determines that non-Wave cabling or equipment connecting your residence to Wave Equipment installed on the side of or adjacent to your residence (i.e., at a ground block) is the cause of a service problem, you agree that Wave may charge you to resolve such service problem.

## **8. Service interruptions; Force majeure**

(a) You agree that Wave has no liability for delays in or interruption to your Services, except that if for reasons within Wave's reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the Data Service or (iii) there is a complete failure of the Telephone Service, Wave will give you a prorated credit for the period of such interruption or failure if you request one within 30 days of the interruption or failure. Notwithstanding the above, Wave will issue credits for video on demand, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event shall Wave be required to credit you an amount in excess of applicable service fees for the particular Service that was interrupted. Wave will make any such credit on the next practicable bill for your Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of your Services. In such event, the relevant law or regulation will control.

(b) You acknowledge that Wave may conduct maintenance from time to time that may result in interruptions of your Services.

(c) The Wave Parties shall have no liability for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.

## **9. Review and enforcement**

(a) Wave may suspend or terminate all or a portion of your Services without prior notification if Wave determines in its discretion that you have violated the Agreement or the Acceptable Use Policy, even if the violation was a one-time event. If all or a portion of your Services are suspended, you will not be charged for the relevant Services during the suspension. If your account is terminated, you will be refunded any pre-paid fees minus any amounts due Wave.

(b) You agree that Wave shall have the right to take any action that Wave deems appropriate to protect the Services, Wave's facilities or Wave Equipment.

## **10. Term; termination of service**

(a) The Agreement will remain in effect until terminated by either party or superseded by a revisions as provided for in the Agreement.

(b) Either Wave or you may terminate all or any portion of your Services at any time for any or no reason, in its sole discretion, in accordance with applicable law and the terms of any marketing offer(s) specified in the Agreement. Without limiting the foregoing provision, the Agreement and/or any of the Services provided hereunder may be terminated by Wave at any time without prior notice (i) if you fail to comply in full with all the terms and conditions of the Agreement; (ii) if you harass or make any express or implied threat of violence, or use derogatory language, towards any employee, representative, agent, or contractor of Wave; or (iii) if Wave loses the right or ability to use public rights-of-way necessary to serve you.

(c) If you are moving or wish to terminate all or any portion of your Services for any reason, you will notify Wave by phone, by mail, or electronically as instructed in the Subscriber Materials in order to set up a disconnect appointment and provide Wave with access to your premises to disconnect the relevant Services and recover any Wave Equipment in your possession on a date prior to the last day of residency. This also applies if you are receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, Wave is entitled to begin billing you for the usual charges associated with the relevant Services unless you take the appropriate steps to terminate the Services as described in this paragraph. All applicable fees and charges will accrue until the date of termination, but Wave will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Wave for the Services, affiliate services, equipment, or other applicable fees and charges).

(d) You cannot terminate your Services by writing "Canceled" (or any other messages) on your bill or check, or by making a disconnect appointment that does not result in Wave's physical recovery of the Wave Equipment. In addition, you agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by Wave shall have no legal effect.

(e) If we suspend Service or terminate the Agreement, we will give such notice as provided by applicable law, if any. If we suspend Service or terminate the Agreement for a reason other than your violation of the Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund all prepaid monthly service fees charged for Services after the date of

termination (less any outstanding amounts due Wave for the Services, affiliate services, equipment, or other applicable fees and charges). You understand and acknowledge that all Wave Telephone Service, including 911/E911, will be disabled in the event of termination of your account.

### **11. Disclaimer of warranty; Limitation of liability**

(a) YOU AGREE THAT THE SERVICES ARE PROVIDED BY WAVE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THE AGREEMENT. WAVE MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE WAVE EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, YOU AGREE THAT YOUR USE OF THE HSD SERVICE (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO YOU AND THE DOWNLOADING OF COMPUTER FILES) IS AT YOUR SOLE RISK. YOU FURTHER AGREE THAT WAVE IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT ON YOUR DVR.

WITHOUT LIMITING THE FOREGOING:

(i) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY WAVE TO YOU THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THE AGREEMENT AND THE WAVE PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND

(ii) NONE OF THE WAVE PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA WAVE'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR ONLINE (INCLUDING VOICE) COMMUNICATIONS. YOU AGREE THAT NONE OF THE WAVE PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR COMPUTER AND ONLINE (INCLUDING VOICE) COMMUNICATIONS.

(b) YOU ACKNOWLEDGE THAT WAVE'S OR YOUR INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, WAVE EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO YOUR COMPUTER(S), TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT, OR ANY CABLE MODEM, CABLING OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. YOU SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE WAVE PARTIES, OR THEIR VENDORS, LICENSEES OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

(c) EXCEPT FOR THE CREDIT AS EXPRESSLY PROVIDED IN SECTION 8(A), IN NO EVENT (INCLUDING

NEGLIGENCE) WILL ANY WAVE PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, OR FOR ANY ACTION TAKEN BY WAVE TO PROTECT THE SERVICES OR THE BREACH BY WAVE OF ANY WARRANTY.

(d) YOU AGREE THAT THE PROVISIONS OF THIS SECTION 11 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, WAVE.

(e) THE LIMITATIONS IN THIS SECTION SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING AND/OR PUBLICATION OPTION. IF (I) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (II) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (III) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, AND/OR (IV) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF WAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES FOR THE TELEPHONE SERVICE, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO WAVE TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD WAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AGREEMENT HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

## **12. Privacy**

(a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice delivered to you by Wave. You acknowledge receipt of the Subscriber Privacy Notice, which is deemed to form a part of the Agreement, as it may be amended from time to time.

(b) You agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in the Agreement, Wave shall have the right (except where prohibited by law notwithstanding your consent), but not the obligation, to disclose any information to protect their respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. You consent to such actions or disclosures.

(c) If you are a Telephone Service customer, you consent to Wave's disclosure of your name, address and/or telephone number to the general public in connection with Caller ID functions, telephone directories, and 411 and 911 Services. You also consent to Wave's disclosure of personally identifiable information to the telephone companies serving those end users to whom you make calls

so that the calls can be completed. If you wish to have Wave remove this information from one or more of these Services, you understand that you may notify Wave to do so, subject to any applicable fees.

### **13. Consent to phone and email contact**

(a) You consent to Wave calling the phone numbers you supply to it for any purpose, including the marketing of its current and future Services. You agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice, even if the number you provide is a wireless telephone number. Upon your request, the phone numbers you have previously provided will be removed from Wave's phone marketing list. You can make this request by calling or writing your local Wave office and asking to be placed on Wave's Do Not Call List.

(b) You acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove you from Wave's phone marketing list.

(c) You consent to Wave emailing you, at any email address, including that of a wireless or mobile device, that you provide to Wave (or that Wave issues to you in connection with the Data Service), for any purpose, including the marketing of Wave's current and future Services. If your wireless or mobile provider charges you for receipt of such messages, you acknowledge and agree that you are responsible for paying such charges. You may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing your local Wave office.

### **14. Arbitration**

(a) If you have a Dispute with Wave that cannot be resolved through discussions with Wave and you wish to continue to pursue the Dispute, you must submit the Dispute for arbitration rather than litigate the Dispute in state or federal court, except as described in Subsection 14(e) below. The term "Dispute" means any dispute, claim or controversy between you and Wave, whether based in contract, statute, regulation, ordinance, tort (including without limitation intentional acts or omissions) or any other legal theory, including the validity, enforceability or scope of this Section 14. Arbitration means that you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. You agree that the Federal Arbitration governs the arbitrability of all Disputes, even if the substance of the Dispute is governed by state laws or regulations.

(b) To initiate arbitration, you may open a case with the American Arbitration Association ("AAA"). The arbitration will be governed by the Commercial Arbitration Rules of the AAA. A single arbitrator will resolve the dispute and will make any award in writing with a statement of reasons supporting the award. Any arbitrator award may be entered into any court having jurisdiction over the parties for purposes of enforcement. The arbitration will take place at a location reasonably convenient to you and Wave in the area where you receive Service from Wave. The parties will bear their own costs and fees of arbitration.

(c) YOU AGREE THAT YOU SHALL NOT BRING ANY DISPUTE TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, CONSOLIDATED OR AGGREGATED BASIS OR BASED ON CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER SUBSCRIBERS OR OTHER PERSONS. NO CLAIM OR DISPUTE SUBJECT TO ARBITRATION UNDER THE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW.

(d) YOU MUST GIVE US NOTICE OF A DISPUTE WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES ABOUT WHICH YOU MUST CONTACT US WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION 2 OF

THIS AGREEMENT). IF YOU DO NOT DO SO, YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM OR DISPUTE BASED ON SUCH EVENT OR FACTS.

(e) You agree that the following Disputes you may have with Wave will not be subject to arbitration: (i) any claim filed by you in which the amount in controversy is properly within the jurisdiction of a court that is limited to hearing small claims, (ii) any Dispute over the validity of any party's intellectual property rights, (iii) any Dispute arising or related to allegations associated with unauthorized use or receipt of service, and (iv) any Dispute that can only be brought before the local franchise authority in your area under the terms of Wave's franchise.

## **15. Indemnification**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD WAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AGREEMENT, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THE AGREEMENT OR YOUR AND YOUR USERS' USE OF THE SERVICES OR ANY WAVE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF THE MALFUNCTION OR LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. YOU AGREE THAT WAVE SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE WAVE EQUIPMENT. FURTHERMORE, YOU AGREE TO REIMBURSE WAVE FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

## **16. Transfer of your phone number(s)**

(a) If you are switching to our Telephone Service from another service provider, you may transfer your existing phone number (if any) to our Telephone Service, provided that: (i) you request the phone number transfer when you place your order for our Telephone Service; (ii) your current service provider releases your existing phone number, at our request, without delay or charge; (iii) the transfer of your existing phone number to our Telephone Service would not, in our view, violate applicable law or our processes and procedures; (iv) when applicable, you acknowledge and agree that if your Telephone Equipment is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to the Telephone Equipment. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Service; and (v) you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the phone or Telephone Equipment installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your Telephone Equipment or phone is not yet activated, you will not have access to our Telephone Services. Therefore, you will not have Telephone Service for that phone number. Wave will provide you with an estimate of the Port Effective Date at the time of service ordering or via e-mail following your completion of the ordering process.

(b) To transfer your phone number from Wave to another service provider, you must terminate your Telephone Service with Wave and place the transfer order through your new service provider (and not through Wave). Wave will release your phone number to your new service provider, provided that (i) your new service provider requests the transfer upon termination of your account; (ii) your new service provider is willing to accept transfer of the phone number without delay or charge; and (iii)



transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

## **17. Interpretation; Severability**

The Agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable franchise agreement between a governmental authority and Wave. In the event that any portion of the Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of the Agreement shall remain in full force and effect.

## **18. Consent to electronic notice**

You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by Wave by such means as Wave shall determine in its discretion. Without limiting the foregoing, you agree that Wave may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to this Agreement, the Terms of Use, the Price List(s) or the Privacy Notice, by electronic means (for example, email or online posting). An online version of the Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Price List(s), as so changed from time to time, will be accessible at [www.gowave.com](http://www.gowave.com) or another online location designated by Wave, or can be obtained by calling your local Wave office.

## **19. Assignment**

You understand that your Services are being provided only to the location identified on your Work Order and that you are not allowed to transfer all or any portion of the Services, or Wave's Equipment, to any other person, entity or location, including a new residence. You agree that you may not assign or transfer the Agreement. Wave may transfer or assign any portion or all of the Agreement at any time without notice to you, and you waive any such notice which may be required.

## **20. Effect of applicable law; Reservation of rights**

The Agreement is subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which you receive your Services. If any provision of the Agreement contravenes or is in conflict with any such law or regulation, or if you are entitled to more favorable rights under any such law or regulation than are set forth in any provision in the Agreement, then the terms of such law or regulation, or the rights to which you are entitled under such law or regulation, shall take priority over the relevant provision of the Agreement. If the relevant law or regulation applies to some but not all of your Service(s), then such law or regulation will take priority over the relevant provision of the Agreement only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Agreement, nothing contained in the Agreement shall constitute a waiver by you or Wave of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

## **21. Parental control**

You acknowledge that you have been advised of the availability of Wave's parental control measures which can filter or block certain programming. Additional information about these measures is available at the Wave contact number in the Subscriber Materials.

# Privacy Policy

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At Wave Broadband we take your privacy seriously and we want you to know our policies. This Notice will give you an overview of those policies and how we will apply them in specific situations.

The Cable Communications Policy Act of 1984 (the "Cable Act") contains restrictions on the collection, disclosure and retention by cable operators of personally identifiable information about subscribers to cable television or certain other services. Other federal law also may apply to some services, including the Electronic Communications Privacy Act of 1986 (the "ECPA"). This Notice informs subscribers of our policies regarding personally identifiable information we obtain in the course of providing our services that are subject to the privacy provisions of the Cable Act. Those services currently consist of our video programming service, our Internet access service, our telephone service (including our voice over Internet Protocol telephone service).

Not all of these services may be available in your local cable system. Our policies are intended to conform to the requirements of the Cable Act, the ECPA and other applicable law. The term "Wave Broadband," "we," "our" or "us" refers to any company that is controlled by WaveDivision Holdings, LLC, a Delaware limited liability company, and through which you subscribe to any cable or other service covered by the privacy provisions of the Cable Act or other laws mentioned in this Notice.

## **Policy overview. This notice tells you our policies regarding:**

The kinds of personally identifiable information we collect;

- How we use that information;
- The nature, frequency and purpose of any disclosure we may make of that information and the types of persons and entities to which the disclosure may be made;
- The period during which we will keep that information;
- The choices available to you regarding collection, use and disclosure of that information, including the times and place at which you may have access to that information; and
- Certain rights you may have regarding that information.

Information is "personally identifiable" if it can be used to identify or contact an individual, such as his or her name and address or telephone number. It also includes information that links data about an individual's activities or history to that individual, such as the combination of the individual's name with the fact that he or she purchased a specific product online, so that someone else with access to the combined information could learn that the named person bought the particular item. Information that does not permit an individual to be identified or contacted and that does not permit information about his or her activities or history to be linked to him or her is not "personally identifiable information."

Among other things, this means that if we separate data about your activities from your name or other data that identifies you, then that data is no longer "personally identifiable information." For example, we might compile data we have about our Wave Broadband Internet access customers into aggregate or other anonymous forms, such as the monthly average number of customers who use the service to visit travel-related Websites.

Our policies described in this Notice apply to personally identifiable information about you that you furnish to us or that we otherwise collect in the course of providing you with one of our services. Those policies apply to such information whether we obtain it "online" (such as when you subscribe for our cable service on a Website we operate) or "offline" (such as when you subscribe for our cable service

using the telephone or a paper order form). Please note, however, that if you use a Website we operate for purposes of our cable or other services, then additional online privacy policies may apply that cover topics unique to Internet usage, such as use of “cookies.” You can review those additional online policies by clicking on the “Privacy Policy” link appearing at the bottom of the home page of the relevant Website.

Some of our services, including our Internet access service, interactive cable television programming and telephone service (including voice over Internet Protocol telephone service) allow you to interact with companies and individuals that are independent of Wave Broadband. By using those services, you may enable these companies or individuals to independently learn personally identifiable information about you. The policies in this Notice do not apply to personally identifiable information or other information that you provide to any of these third parties or that they collect independently of us. These third parties may not be obligated to comply with Wave Broadband’s privacy policies or the privacy provisions of the Cable Act. They may have their own privacy policies, but Wave Broadband is not responsible or liable to you if such third parties do not have appropriate policies or if they fail to follow those policies.

### **The kinds of personally identifiable information we collect and how we use it**

In order to provide our services to you, we keep business records that contain personally identifiable information about you, including but not limited to the following:

- Your name, home and work e-mail and postal addresses, telephone numbers, social security number, driver’s license number, credit or debit card numbers and expiration dates and bank account information for billing purposes, payment history and credit reports;
- Depending on the services we provide to you, information on the number, location within your home and configuration of television sets, converters, cable modems, personal computers, telephones or other service-related equipment or devices in your home;
- Maintenance and repair records for the equipment in your home used for the services;
- The services and service options you select and, in the case of any service where you have a choice of whether or not to use a particular feature, program or offering, the information transmitted through our cable facilities or that you otherwise communicate to us in order to make a choice;
- Information about your satisfaction or usage of a service that we obtain from subscriber interviews or questionnaires or other feedback from you;
- A record of whether you rent or own your home so that we can obtain any permission required prior to installing our cable or equipment;
- Subscriber correspondence (via e-mail or otherwise);
- A record of any violations and alleged violations of the agreements, terms, conditions or policies that govern your use of our services; and
- Other information that we need to render a service to you or conducting our business of providing that service.

In general, we use this personally identifiable information as necessary to render our services to you, to detect unauthorized reception of cable communications and for tax, legal, accounting and other purposes related to our business of providing our services to subscribers, including, but not limited to, the following:

- To make sure you are being billed properly and pay for the services you receive;

- To send you pertinent announcements about the Wave Broadband services you receive;
- To improve the quality of Wave Broadband's services;
- To answer questions from subscribers such as troubleshooting; and
- To send promotional material or information to you about other products and services available from Wave Broadband or others, subject to applicable law and any "opt-out" choice you make as described in this Notice.

Without your written or electronic consent, we may not collect this personally identifiable information about you over our cable system unless it is necessary to render a service you receive or detect unauthorized reception of cable communications. If you use the Wave Broadband Internet access service, an interactive television service or a telephone service (including voice over Internet Protocol telephone service) we provide, then as a necessary incident of providing that service, our computer systems automatically capture and store information that may include, but is not limited to, the interactive television service offerings you order using such interactive television service and the Websites you visit using such Internet access service; the dates, times and length of your Internet visits or telephone calls; the IP (Internet Protocol) address of the computer you use or e-mail addresses or telephone numbers that you communicate with; and the text of e-mail or other electronic communications you send or receive using any of these services. We use that information to provide the service, to bill and collect service-related charges, to ensure compliance with applicable law and contractual provisions and to customize our services based on the interests of subscribers and for tax, legal, accounting and other purposes related to our business of providing such services. Any personally identifiable information that may be derived from these logs is subject to the policies described in this Notice and to our obligations under the ECPA and other applicable law.

We may also combine personally identifiable information that we obtain from you in the course of our business of providing a service to you with personally identifiable information that we obtain from third parties for the purpose of creating an enhanced personal database to use in marketing and other activities.

### **Disclosure of personally identifiable information by us**

Under the Cable Act, Wave Broadband may not disclose personally identifiable information about you except in certain limited circumstances.

We may disclose personally identifiable information about you with your prior written or electronic consent. As permitted by the Cable Act, Wave Broadband also may disclose from time to time, without such consent, personally identifiable information about you if necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided to you. The kinds of persons or entities to which we may make such disclosures (to the extent permitted by the Cable Act) include, but are not necessarily limited to, the following:

- Persons or entities that control, are controlled by, or under common control with Wave Broadband;
- Billing services, collection agencies and credit agencies;
- Installation, repair and other contractors and subcontractors or suppliers of goods or services we use in providing a service to you;
- Sales representatives used to market our services;
- Accountants, lawyers, consultants and other professionals we or our affiliated companies use in our businesses; and
- Cable programming or content suppliers and program guide distributors.

In addition, if Wave Broadband or its affiliates directly or indirectly transfer ownership of or an interest in all or part of the business of providing a service you subscribe for, we may disclose or transfer your subscriber records to the purchaser or other party to the extent necessary to complete the transaction or permit the purchaser or other party to continue to provide you with service after the transaction is completed. This kind of transaction could take the form of a merger, sale of stock or assets, formation of a joint venture, investment or some other structure.

Information we disclose for purposes relating to billing and levels of service usage is generally provided on a monthly basis. Information for other purposes is provided as it is needed.

As permitted by the Cable Act, we may also from time to time disclose lists of our subscribers to third parties for purposes other than those referred to above. Those lists may contain your name and address, so long as we have given you the opportunity to prohibit or limit such disclosure and we do not also reveal, directly or indirectly, the extent of any viewing or other use of the services we provide to you or the nature of any transaction you make using those services. This permits us, among other things, to disclose your name and address to charities, advertisers, direct mail marketers and telemarketers for use in telephone or mail solicitations, market research or other purposes. You have the right to elect not to be included on such a list. If you do not desire to be included on any such list, you may "opt out" by contacting your local Wave Broadband cable office (which is identified on each monthly bill you receive), or by writing to us at Wave Broadband at 401 Parkplace Center, Suite 500, Kirkland WA 98033. If you use the Wave Broadband Internet access service or telephone service (including voice over Internet Protocol telephone service) to send or receive an email message or other electronic communication, the ECPA permits us to access the content of those communications. It also permits us to disclose such information to an addressee or intended recipient (or his or her agent); to a person involved in forwarding such information to its destination or when it is necessarily incident to providing service or to protect our rights or property; or to any one with the consent of the subscriber or an addressee or intended recipient (or his or her agent). The Cable Act also permits us to disclose personally identifiable information about you if authorized by a court order and if you have been notified of such order. If a governmental authority seeks the disclosure of personally identifiable information under any law except (i) the ECPA or (ii) the federal "pen register/trap and trace" statute (which we refer to as the "Register/Trace Statute"), then the Cable Act may prohibit such disclosure unless the disclosure is required by a court order and the following two special requirements are met:

- You have been given the opportunity to appear and contest in court any claims made in support of the court order sought by the governmental authority; and
- In the court proceeding, the governmental authority has offered clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in a case against you.

If a governmental authority seeks personally identifiable information about you under the ECPA or the Register/Trace Statute, the Cable Act's requirements are different depending on the nature of the information sought. If the governmental authority wants disclosure of records revealing cable subscriber selection of video programming, then we may disclose it only if authorized or required by a court order and only if the two special requirements of the Cable Act stated above are met. If, however, the government seeks any other kind of personally identifiable information, then those two special requirements do not have to be met and the government may require us to make the disclosure if authorized by the ECPA or the Register/Trace Statute. In some cases, this will mean that the disclosure may be required without a court order, without any prior notice to you that the government seeks the disclosure, without any prior opportunity for you to oppose the disclosure and without any notice that

the disclosure has been made as required.

In addition to the above, if you subscribe to any of our Internet or telephony services, the ECPA permits us to disclose the contents of your e-mail or other communications to a law enforcement agency if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay. We may do so without prior notice to you, without your consent and without being required to do so by a warrant, subpoena, court order or law. Examples of situations in which we might make such disclosures are where we reasonably believe that there is an immediate risk of death, suicide or terrorist activity.

The ECPA provides for other exceptional circumstances under which we may be compelled or permitted to disclose personally identifiable information about you or the content of your communications. For example, the content of your e-mail or other communications may be disclosed to law enforcement agencies if it appears to be evidence of child pornography, or was inadvertently obtained by us and appears to pertain to the commission of a crime.

The Social Security Act provides that state welfare agencies may obtain from our subscriber lists the names and addresses of individuals who owe or are owed child support and the names and addresses of their employers. The law says that this information can be obtained through an administrative subpoena issued by the state welfare agency, without a court order, and does not require that a subscriber be given notice of and the opportunity to contest the disclosure.

Sometimes, a copyright owner believes that the copyright has been infringed by an Internet user who uses an online service to post, download or otherwise use the copyrighted work without permission. The owner may know some information, such as the user's e-mail or IP address, but may not know the user's true identity. The Digital Millennium Copyright Act provides for a copyright owner to obtain a subpoena seeking disclosure from an online service provider of the identity of a user who is believed to have infringed the copyright. Upon receipt of a subpoena, the online service provider is required to expeditiously identify the alleged infringer.

Wave Broadband will disclose personally identifiable information about you when required by law or legal process, after giving effect to the Cable Act's requirements.

### **Time period during which we retain personally identifiable information**

The Cable Act requires us to destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests by you for access to it or pending court orders or other legal process requiring that we disclose it to a third party. In most cases, this means that we will have personally identifiable information about you for so long as you are a subscriber and continue to retain it thereafter for as long as it may reasonably be required to comply with tax, accounting and any applicable contractual or legal requirements, which could be seven years or more after you stop being a subscriber.

### **Access to our records about you**

Under the Cable Act, cable subscribers have the right to inspect our records that contain personally identifiable information about them and to have a reasonable opportunity to correct any errors in such information. If you wish to exercise this right, please notify us at the local Wave Broadband office specified on your bill, and we will contact you to arrange a mutually convenient time during our regular business hours.

## **Your rights under the cable act**

The Cable Act provides you with a cause of action for damages, attorneys' fees and costs in Federal District Court if we violate the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information about you.

## **Contact your local Wave office if you have questions**

If you have any questions about our policies described in this Notice, please contact your local Wave Broadband office at the address and telephone listed on your bill (or, if you have not yet been billed, on the service order you signed to subscribe to the service).

# **Data Transfer Usage**

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t Wave, we believe in providing the best value for the highest quality service. When it comes to internet service, that means providing our customers with proactive and responsible network management.

## **Data transfer activity**

All activity online involves transferring data. A web page is, in essence, a file. When you visit a web page you are downloading that file—and every-thing included on the page—such as pictures. You may also send/receive email, download files from the web, stream video, play games, or upload files.

Transferring data uses network bandwidth—the same network bandwidth that all users in your area use to access the internet. If one user in your area uses 1 000 times the bandwidth that everyone else does, any change this causes in network performance will affect all users on that network.

When a network's usage is unbalanced—when a small percentage of the people on the network use a large percentage of the network's bandwidth—then it takes additional resources to manage that network and to make sure that all users on the network can access the internet according to their service level.

That's why we actively manage our networks, and continuously expand to add even more resources when needed.

By allocating bandwidth to each internet service account, and assessing a nominal fee for usage beyond that amount, we can optimize our resources accordingly.

## **Data transfer allocation**

Determining the data transfer allocation amount requires a balancing act between the needs of an individual's use of the network and the requirements of maintaining a healthy, efficient network for all. We determined the data transfer allocation for each service level based on the overall bandwidth usage needed to optimize the network for all users, and we set the amount high enough that the vast majority of our users do not reach it.

## **Data transfer usage included with each level of internet service are as follows:**

**High Speed 10** - 100 GB

**High Speed 50** - 100 GB

**High Speed 100** - 400 GB

**High Speed 250** - 500 GB

**High Speed 500** - 1 TB

**Gig Speed** - Unlimited. After 2 TB of usage, Wave may slow data speeds for network management.

We set these data transfer allocations well above the monthly usage for more than 99% of our users. Only our heaviest internet users will be affected by our data transfer policy.

### **Data transfer fees and plans**

If you exceed the included data transfer amount within the calendar month, you will be charged an additional data transfer fee. The fee is \$5 for the first 1-25 GB over the usage amount included with your service level, and \$5 more for each additional 1-25 GB over that.

For example, if the data transfer amount included with your account is 100 GB, and your use during the calendar month is 142 GB, then your Data Transfer Fee for that month will be \$10.

**There are also double data and Unlimited Data plans you can select to meet your needs each month that can help avoid monthly overage fees.**

If your internet service is for a business or telecommuting from a home office, please contact our small business solutions team at 1-888-202-9820 to find out about higher capacity, business-class products available to you.

### **Tracking your usage and email notifications**

You can view your data transfer activity anytime within our Internet Account Manager at [wavehome.com/iam](http://wavehome.com/iam). There you can view your current month's activity as well as your data transfer activity for the last two months, and sign up to receive email notifications if your data transfer usage approaches the amount included with your service level.

### **Adding it up**

What counts toward your data transfer usage? All activity that takes place over your internet connection that involves data being transferred—"downstream," or downloading, and "upstream," or uploading—is aggregated for purposes of determining your consumption during each calendar month.

Here are some things to keep in mind when considering your data usage:

- All devices in your home that utilize your internet connection, including laptops, desktops, gaming consoles or handheld devices—even smart appliances—count towards your data transfer activity.
- If you have multiple internet users in your household using the same account, internet activity for all users is aggregated at the account level.
- If you use a wireless router in conjunction with your internet service and that connection is not properly secured, other users outside your household could be using the connection, adding to your data transfer usage.
- It's possible for viruses or malware on your computer to cause activity that would add to your data transfer usage. Properly installed and regularly up-dated virus software can help protect you from this possibility.

In order to optimize your connection speed and your overall internet experience, remember to maintain your virus protection software, secure your home network, and make sure you have ample speed to accommodate all the users in your home.

Each internet activity is unique, but here are some average file sizes to give you an idea of what your data usage might be:



Average email: 59 KB

Average web page: 1 30 KB

Average song file: 4 MB

Average digital photo: 5 MB

Average standard definition movie: 2 GB

Average hour of online gaming: 15 - 30 MB

If the amount of data transfer allocated to your account is 100 GB, then that would be equivalent to:

Sending or receiving 1,694,915 emails, or

Viewing 769,230 web pages, or

Downloading 25,000 song files, or

Downloading 20,000 digital photos, or

Downloading 50 standard definition movies, or

Downloading 20 HD movies, or

Online gaming for 3,400 hours

### **Terms of use**

Wave offers multiple packages of High Speed Data (HSD) Service with varying speeds, features and bandwidth usage allocations (not all packages are available in all areas). You must comply with the current terms of use set forth in Wave's Residential Services Subscriber Agreement ("RSSA") and Acceptable Use Policy ("AUP") (the RSSA and AUP are posted at [wavebroadband.com](http://wavebroadband.com) or on an alternative website, if we so notify you, and may be revised by us from time to time) and other terms of use that correspond with the package of HSD Service you selected.

In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the HSD Service, nor represent (in Wave's sole judgment) an unusually great burden on our network itself. By way of example, common activities that may cause excessive bandwidth consumption in violation of our terms of use include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol, (ii) peer-to-peer applications, and (iii) newsgroups.

In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Wave's ability to deliver the Service and monitor the HSD Service, backbone, network nodes, and/or other network services. Your use of excessive bandwidth (as determined by Wave) may result in the termination or suspension of your HSD Service, or require you to upgrade the HSD Service and/or pay additional fees if you wish to continue to use the HSD Service at higher bandwidth consumption levels.

You understand and agree that the actual throughput rate you may experience at any time will vary based on numerous factors, such as the condition of wiring at your location, computer configurations, Internet and network congestion and management, the time of day at which the HSD Service is used, and the website servers you access, among other factors.

Each tier of HSD Service includes an allotment of bandwidth consumption (downstream or downloading and upstream or uploading are aggregated for purposes of determining your consumption) that you may use during each calendar month at no additional charge. You agree that you will pay for additional bandwidth consumed beyond that allotment at the rates posted at [wavebroadband.com](http://wavebroadband.com). Unused bandwidth from your allotment expires at the end of your billing cycle and does not carry over to subsequent billing cycles.

You agree Wave may change these and other applicable limits or terms of any tiers by amending the prices, aspects and features of the HSD Service set forth at [wavebroadband.com](http://wavebroadband.com) at any time and from time to time. Your continued use of the HSD Service will constitute acceptance of any new and revised limits and terms.

It is your responsibility to monitor and manage your bandwidth usage, which you may check using the online usage monitor available after logging into your account at [wavehome.com/iam/](http://wavehome.com/iam/).

## Residential Service Protection Plan

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At Wave, we believe in providing the best value for the highest quality service, and when it comes to service, that means providing our customers with peace of mind by offering Wave's Residential Service Protection Plan.

This Statement will give you an overview of Wave's Residential Service Protection Plan's Definitions, Terms and Conditions and how we will apply them in specific situations.

**Please carefully read the following. Your agreement is indicated by your payment of the relevant charges on your bill.**

### **Plan definitions:**

This Service Protection Plan (this "Plan") is offered by Wave Broadband ("Wave," "we" or "our") to Wave residential telephone customers, Wave cable television customers and Wave high speed data customers ("you" or "your").

This Plan covers residential service calls that relate to Inside Wiring. "Inside Wiring" is wiring that is owned by you and begins at the "Demarcation Point," (that is the point 12 inches outside your residence) and extending to your television set(s), high speed internet modem(s), telephone(s) or other customer premises equipment connected to a service Wave provides in your home. This Plan also includes (i) customer education service calls on Wave equipment and services, (ii) identifying whether the source of a service problem resides within the Inside Wiring, and (iii) identifying if the service problem resides within your on-premises equipment. Without this Plan, Wave may repair Inside Wiring but will have to charge you certain fees based upon the time required to complete the maintenance activity. Repair and maintenance beyond the Demarcation Point is the responsibility of Wave except for deliberate damage to, or pre-existing problems with the wiring on the outside of your home.

### **Plan terms and conditions:**

This Plan applies only to customers who subscribe to Wave's residential video service, residential high-speed cable Internet service and/or residential phone service. This plan covers only Inside Wiring connected to the Wave services.

Specifically, this Plan does not cover inside wiring used to deliver the following services:

1. Non-standard telephone systems such as PBX or fixed wireless services;
2. Video or data transmission services delivered by Direct Broadcast Satellite, Multi-channel Multi-point, C-Band Satellite, fixed wireless providers and other providers;
3. Digital Subscriber Lines ("DSL") or similar high-speed data lines, video or phone offerings provided by an existing or competitive local exchange carrier; and
4. Home LAN (Local Area Network) wiring.

In addition to Inside Wiring, this Plan includes repair and replacement of jumper cables, amplifiers purchased from Wave, connectors, splitters, phone jacks and extensions from the Demarcation Point to your television set(s), high-speed Internet modem(s), telephone(s) or other customer premises equipment connected to a service Wave provides. At our discretion, Wave will determine the manner in which repairs will be made and the color and specifications of replaced wire, jacks and connecting blocks. Surface mounting is the standard for replaced wiring and jacks.

This Plan is effective the day you order the Plan. Charges for this Plan and any other terms or conditions applicable to this Plan may change at any time following at least 30-days prior written notice. Such notice may be provided in the form of a message included with or as part of your monthly bill or an update posted on Wave's website.

This Plan is optional and covers all Wave Inside Wire-related service calls, for as long as you subscribe to this Plan. This Plan may be cancelled at any time; however, if you cancel this Plan within the 60 day period immediately after your request for a service call you will be charged Wave's full service call rate.

Wave may cancel this Service Protection Plan if you fail to pay the applicable charges in a timely manner or in cases of abuse. For example, if you repeatedly cause or permit damage to occur to Inside Wire or Wave equipment.

If a repair is not covered under this Plan you may: (i) make the repair yourself, (ii) hire an outside contractor to make the repair, or (iii) have Wave make the repair at its standard billing rate and in accordance with industry standards.

If your Wave service is located in rented/leased facilities, military housing, condominiums or cooperative dwellings, you should determine whether you are responsible for repairs to your Inside Wire prior to subscribing to this Plan. Wave customers residing in multiple dwelling units, such as apartments, condominiums or other group facilities, please note that this Plan covers wiring, which runs from the wall jack/outlet inside the unit to the customer premise equipment. Cutting and replacing drywall is not included. Drilling, wall fishing or threading new tunnels in the walls for running cable or wire is not included.

## **EXCLUSIONS—What is NOT included in the Service Protection Plan:**

- This Plan does not cover repair or installation of customer premises equipment (e.g., television sets, DVD players, home entertainment systems, surround sound equipment, fax machines, computers, scanners, printers, external or peripheral devices, telephones, answering machines, game consoles, home security systems, etc.); however, customers subscribing to this Plan will not pay for a service visit, even if the Wave technician discovers that the trouble is within the customer's equipment.
- This Plan does not cover initial installation or installation of primary or additional Internet outlets, cable outlets or telephone jacks.
- This Plan does not cover the move/relocation or reconfiguration of existing internet outlets, cable outlets and telephone jacks.
- This Plan does not cover computer configuration assistance.
- This Plan does not cover Inside Wire that is not standard. Standard Inside Wiring is wiring that meets the specifications outlined in the National Electrical Code and the Electronic Industry Association standards and has been installed in accordance with these standards.
- This Plan does not cover repeated or intentional customer damage to Wave equipment

and wiring.

- This Plan does not cover repair of wiring for boat slips and special boat cords and jacks.
- This Plan does not cover jacks located outdoors except for waterproof jacks located on the exterior of your premises.
- Wave will not be required to perform any service if any asbestos or other environmental/health hazards exists.
- This Plan does not cover Inside Wire rendered defective by negligence, willful damage or vandalism.
- This Plan does not cover Inside Wire rendered defective by faulty and/or improperly installed equipment.
- This Plan does not cover Inside Wire that was not included or was defective when service was ordered.
- Wave will not be responsible for repairs to equipment or parts purchased or installed by you or on your behalf without the prior approval of Wave.
- This Plan does not cover situations in which Wave is prevented from accessing the Inside Wire, for example, by the owner of the property, the government or military authorities (e.g., if you live on a military base), or by your landlord.
- This Plan does not cover inspections for realtors or certification of wiring for sale of your home.
- This Plan does not cover the repair or installation of wire concealed within a wall (e.g., wire that is wall fished).
- This Plan does not cover rewiring or damage to equipment inside your home after a home is destroyed or damaged by fire, flood, earthquakes, acts of nature, vandalism, gross negligence or willful damage.

### **Customer responsibility**

If the work you request requires conduit cutting and patching of finished walls, floors and ceilings or structure modification, you are responsible for arranging to have such work performed by other persons.

After each repair or visit, you have the responsibility to reestablish the connection or verify proper functioning of any telephone transmitting, dialing or answering equipment connected to your Inside Wire such as automatic dialers, fire and burglar alarms, meters, sensors, answering devices and telephones. It is also your responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the line or any equipment being disconnected during our tests. In addition, it is your responsibility to verify the functioning of any DVD players, VCRs, Surround Sound, PIP, Xbox, computer, etc.

### **Charges and taxes**

You agree to pay our current charges for Wave's Service Protection Plan, as well as any taxes and fees assessed against either you or Wave on the charges (other than income taxes payable by Wave). Additional fees may apply for work performed that is not covered by this Plan. For current pricing, please call our Customer Service Center.

### **Disclaimer of warranty**

Wave hereby expressly disclaims all and any implied warranty of fitness for a particular purpose, or any implied warranties not expressly granted in this Plan.

### **Limitation and exclusion of liability**

Wave shall not be liable for delays or failure to perform Inside Wire repair or installation service due to circumstances beyond our reasonable control (e.g., labor strikes, natural catastrophes, civil disturbances, weather, material shortages, unusual workloads or other causes beyond our reasonable control).

Wave shall not be responsible or liable for defacement or damage to customer premises occasioned by drilling of holes, or in the attachment and removal of wiring and equipment with standard screws, staples, hooks, fasteners and adhesives when performed in a workmanlike manner.

Wave shall not be liable under any circumstances for incidental or consequential damages, including but not limited to lost profits directly or indirectly arising from the performance or non-performance of repair service or from the malfunctioning or non-functioning of apparatus connected to your Inside Wire.

### **Changes to terms and conditions**

Wave reserves the right to discontinue offering this Plan, or to amend the terms and conditions of the Plan, including increasing the prices, by giving Customers at least thirty (30) days notice. This notice may be in the form of a message included with or as part of your monthly bill or by an update posted on our website. By paying the monthly charge after the effective date of the notice, you agree to be bound by the amendment or change in charges.

### **Entirety of agreement**

No representative of Wave has authority to make any representation, promise, guarantee or warranty to you other than that stated in writing in this Plan. This Plan is a supplement to our standard terms and conditions of residential service, which were provided to you upon our initial installation and are available on our website [www.wavebroadband.com](http://www.wavebroadband.com), and constitutes the complete and exclusive agreement and understanding between Wave and you concerning the provision of this Residential Service Protection Plan.

### **Contact Wave if you have questions**

If you have any questions about our policies described in this Statement, please call 1-866-928-3123 or visit your local Wave office at the address listed on your bill (or, if you have not yet been billed, on the service order you signed to subscribe to the service).

## **Wave's Home Phone service during a power outage**

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Wave Home Phone service relies on a telephony modem to work, and that modem requires power to operate. If you lose power in your home, then your phone service requires a backup power source to function, including to call 911.

**Currently, Wave will provide an 8-hour internal back-up battery for Wave-supplied telephone equipment at no charge upon request from the customer. A 24-hour back-up battery is also available for purchase from Wave. Wave supplied batteries are rated to provide 8 – 12 or [24] hour of standby time when new, respectively.** This policy may be

subject to change at a future date, in which case you will be notified. To request a backup battery or replacement, please call Wave at **1-866-928-3123**.

Active use of the phone line during an outage will reduce the amount of standby time provided by the battery. Standby time may also be reduced in cold temperature conditions and as the battery ages. The backup battery should be kept installed in your phone equipment (e.g., in the modem).

You can test the battery by unplugging your modem – if the lights on the modem stay on, the battery is working. If the battery light is out, your battery may be missing, depleted, or not correctly installed. You should check the battery at least annually for any signs of deterioration or leakage. If you have concerns about the age or functionality of your backup battery, we offer free battery checks, up to once a year. You can call us anytime to schedule a visit from one of our service technicians to check your modem battery, and replace it with a new one, if necessary.

If you have your own backup power supply, such as a generator or an external UPS (Uninterruptable Power Supply), then you can use this power source to run your telephony modem during an outage. External UPS systems should be rated at 300 Watts or higher in order to provide 8 hours of standby time. These systems are commonly available through electronics and office supply retailers, whose websites provide additional information on capacity and prices. Additional information about how to use alternative third-party equipment to provide backup power for your Home Phone service is available by calling Wave.

If you have a home alarm, emergency alert system, or other devices that use your landline phone, such as Life Alert, those systems will not work if your Home Phone service is not working. Also, cordless phones (which plug into an electrical outlet) may not work during a power outage. We recommend having at least one telephone receiver in your home that does not require an external power source, or that you make sure you have a battery backup, or secondary power source, for your telephone receiver as well. You may also want to have an alternative methods of communication, such as a cellular phone, available for emergency situations.

Even with a backup power source, Wave Phone Service and access to 911 may still be unavailable due to other circumstances such as downed poles/wires, network congestion, or outages affecting equipment in the Wave network. Wave is not liable for any Phone Service outage or inability to dial 911/E911.

**Call us at 1-866-928-3123 if you have any questions.**

**The official Wave local franchise authority names and addresses are below.  
Please do not mail payments to your local franchise authority.**

**WASHINGTON**

**City of Bellevue**  
450 - 110th Ave. NE,  
Bellevue, WA 98009

**City of Bremerton**  
239 4th St.  
Bremerton, WA 98377  
FCC Community Unit:  
WA 0229

**City of Chelan**  
135 E Johnson,  
Chelan, WA 98816

**Chelan County**  
350 Orondo Avenue,  
Wenatchee, WA 98801

**County of Clallam**  
Courthouse  
223 E. 4th St.  
Port Angeles, WA 98362  
FCC Community Unit:  
WA 0177; WA 0257

**Town of Concrete**  
PO Box 39,  
Concrete WA 98237

**Island County – Engineer**  
PO Box 5000,  
Coupeville, WA 98239  
FCC Community Unit:  
WA 0274

**Naval Station Bremerton**  
PSNS - BLDG 943-3  
120 S. Dewey St.  
Bremerton, WA 98314

**City of Duvall**  
15535 Main Street NE,  
Duvall, WA 98019

**City of Entiat**  
14070 Kinzel St.,  
Entiat, WA 98822

**Town of Hamilton**  
584 Maple St.,  
Hamilton, WA 98255

**Island County**  
1 NE 7th Street,

Coupeville, WA 98239

**City of Issaquah**  
Island County  
121 NE Camano Dr,  
Camano Island, WA 98282

**City of Issaquah**  
PO Box 1307, City Hall South,  
135 E Sunset Way,  
Issaquah, WA 98027

**Jefferson County**  
621 Sheridan Street, Port  
Townsend, WA 98368

**King County**  
401 Fifth Avenue, Suite 600,  
Seattle, WA 98104

**Kitsap County**  
Telecommunication Dept.  
614 Division St,  
Port Orchard, WA 98366  
FCC Community Unit:  
WA 0249; WA 0311;  
WA 0313; WA 0321; WA  
0491; WA 0492

**Kittitas County**  
205 W 5th Ave,  
Ellensburg, WA 98926-2887

**Town of La Conner**  
PO Box 400  
La Conner, WA 98257  
FCC Community Unit:  
WA 0324

**Lewis County**  
351 NW North Street,  
Chehalis, WA 98532

**Town of Lyman**  
351 NW North Street,  
Chehalis, WA 98532

**Mason County**  
411 N. 5th St.  
Helton, WA 98584  
FCC Community Unit:  
WA 0332; WA 0335

**Town of Morton**  
250 Main Avenue,  
Morton, WA 98356

**City of Napavine**  
407 Birch Ave. SW,  
Napavine, WA 98565

**City of Port Angeles**  
City Clerk, P.O. Box 1150  
Port Angeles, WA 98362  
FCC Community Unit:  
WA 0134

**City of Port Orchard**  
214 Prospect St.  
Port Orchard, WA 98366  
FCC Community Unit:  
WA 0167; WA 0168

**Pierce County**  
930 Tacoma Avenue South,  
#109,  
Tacoma, WA 98402

**City of Seattle**  
700 5th Avenue, Suite 2700,  
Seattle, WA 98124-4709

**City of Sequim**  
152 W. Cedar  
Sequim, WA 98382  
FCC Community Unit:  
WA 0135

**Skagit County**  
1800 Continental Place,  
Suite 100,  
Mount Vernon, WA 98273

**Skamania County**  
710 SW Rock Creek Drive,  
Stevenson, WA

**Skagit County - Treasurer**  
PO Box 1306  
Mount Vernon, WA 98273  
FCC Community Unit:  
WA 0412

**County of Snohomish**  
6th Floor County Admin Bldg.  
Everett, WA 98201  
FCC Community Unit:  
WA 0468; WA 0336

**City of Stanwood**  
10220 270th St NW  
Stanwood, WA 98292  
FCC Community Unit:  
WA 0289

**City of Stevenson**  
7121 E Loop Rd.,  
Stevenson, WA 98648

**Swinomish Tribal  
Community**  
PO Box 817  
La Conner, WA 98257  
FCC Community Unit: WA  
0440

**Whatcom County**  
311 Grand Ave  
Bellingham, WA 98225  
FCC Community Unit:  
WA 0540; WA 0474

## CALIFORNIA

**City of West Sacramento**  
Administrative Dept.  
PO Box 966  
West Sacramento, CA 95691

**City of Winters**  
318 First St.  
Winters, CA 95691

**City of Woodland**  
City Hall  
300 First St.  
Woodland, CA 95695

**City of Dixon**  
600 E. A St.  
Dixon, CA 95620-3619

**Summerset at Rio Vista**  
Braddock & Logam Group  
4155 Blackhawk Plaza  
Danville, CA 94506

**City of Rio Vista**  
PO Box 745  
Rio Vista, CA 94571

**Humboldt County**  
825 5th Street Room 111  
Eureka, CA 95501

**City of Lincoln**  
640 5th Street  
Lincoln, CA 95648

**Placer County**  
2986 Richardson Dr.  
Auburn, CA 95603

**Lakeside Village Mobile**  
Home Park - Park Mgr.  
410 Danielle Way  
Folsom, CA 95630

**Town of Loomis**  
6140 Horseshoe Bar Road,  
Suite K  
Loomis, CA 95650

**City of Colfax**  
33 South Main Street  
Colfax, CA 95713

**Pinebrook Village**  
214 Prospect St.  
Folsom, CA 95630

## OREGON

**City of Mill City**  
252 SW Cedar Street  
Mill City, OR 97360

**Clackamas County**  
2051 Kaen Street  
Oregon City, OR 97045

**City of Depoe Bay**  
PO Box 8, 570 SE Shell Avenue  
Depoe Bay, OR 97341

**City of Sandy**  
39250 Pioneer Boulevard  
Sandy, OR 97055

**City of Mount Angel**  
5 N. Garfield St.  
Mt. Angel, OR 97362

**City of Silverton**  
306 S. Water Street  
Silverton, OR 97381

**City of Aumsville**  
595 Main Street  
Aumsville, OR 97325

**City of Aurora**  
21420 Main Street  
Aurora, OR 97002

**City of Barlow**  
106 N. Main Street  
Barlow, OR 97013

**City of Canby**  
182 N. Holly Street  
Canby, OR 97013

**City of Donald**  
10790 Main Street NE  
Donald, OR 97020

**City of Gates**  
101 Sorbin Avenue  
Gates, OR 97346

**City of Gervais**  
524 Fourth Street  
Gervais, OR 97026

**City of Hubbard**  
3720 Second Street  
Hubbard, OR 97032

**City of Lyons**  
449 5th Street  
Lyons, OR 97358

**City of Molalla**  
117 S. Molalla Avenue  
Molalla, OR 97038

**City of Newport**  
169 SW Coast Hwy,  
Newport, Oregon 97365

**City of Siletz**  
215 W. Buford Avenue,  
Siletz, Oregon 97380

**City of Sheridan**  
120 SW Mill Street  
Sheridan, OR 97378

**City of Stayton**  
362 North 3rd Avenue  
Stayton, OR 97383

**City of Sublimity**  
245 NW Johnson Street  
Sublimity, OR 97385

**City of Turner**  
7250 Third Street  
Turner, OR 97392

**Clackamas County**  
2051 Kaen Road  
Oregon City, OR 97045

**Marion County**  
555 Court Street NE  
Salem, OR 97301