

WAVE Mobile Terms & Conditions

Welcome to Wave Broadband's Electronic Bill Presentment and Payment Service (also referred to as the "Service"). Please take a moment to review the Terms and Conditions presented below. This document forms the basis of the agreement between you and Wave Broadband and its various operating subsidiaries (also, referred to as "WAVE"). It is important that you understand both the benefits we provide as well as our limitations.

These Terms and Conditions contain a binding arbitration provision in Paragraph 6 below that affects your rights under these Terms and Conditions with respect to the Service.

Terms and Conditions:

1. Acceptance of Terms:

* By pressing the "Submit Payment" button, you agree to these Terms and Conditions.

* If you do not agree to all of these Terms and Conditions, press the "Back" button. This will return you to the statement page.

If you do not accept these Terms and Conditions, WAVE has the right to deny provision of the Service to you, or discontinue providing the Service to you. These Terms and Conditions may be updated from time to time. Upon any change in the Terms and Conditions, we will notify you either by direct mailing, e-mail or posting the changes. Your continued use of this Service thereafter constitutes an acceptance of the changes and an agreement to be bound by said changes. If you do not agree to the changes, you agree to discontinue your use of the Service.

2. Services:

WAVE currently provides an Electronic Bill Presentment and Payment Service that enables customers to view their accounts and make payments via a mobile device, thus eliminating the time and expense of conventional payment.

Service Limitations:

We will try very hard to make your experience with our Service a productive one. However, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that WAVE the Service is provided AS-IS, without warranties of any kind. We do not assume responsibility for timeliness, deletion, missed delivery or failure to store any user data, communications or personalization settings.

A. Service Changes and Discontinuation:

WAVE reserves the right to change or discontinue, temporarily or permanently, the Service at any time without notice. You agree that WAVE will not be liable to you or any third party of any modification or discontinuance of the Service.

B. Privacy Policy:

Click here to view the WAVE Privacy Policy <https://residential.wavebroadband.com/agreements-and-policies>
WAVE respects your privacy. The information you provide enables us to provide the Service to you. It also

enables us to give you updates about our Service. We will treat your information as set forth in our Privacy Policy.

C. Cancellation:

You may cancel your enrollment in our Service at any time by calling (866) 928-3123.

3. Conditions for Use:

For the benefit and security of our users, and to comply with applicable laws, we have a few mandatory guidelines that we call "Rules of the Road". Any conduct that violates these usage conditions is grounds for termination of your enrollment. For this reason, we ask that you carefully read and follow them.

A. Provide Accurate Information:

You Agree to Provide:

- * True, accurate, current and complete information about you as requested in our Account Registration/Sign up form.
- * You agree not to misrepresent your identity.
- * You agree to keep your registration and account information up to date and accurate.

B. Guard Your Password:

You should not tell any person your password. You are responsible for maintaining confidentiality of your password and account. You are fully responsible for all activities that occur using your password or account. Please notify WAVE immediately of any unauthorized use of your password or account or any other breach of security. WAVE will not be liable for any loss that you may incur as a result of someone else using your password and account, either with or without your knowledge. You may not use anyone else's password at any time.

C. Obey the Law:

You agree not to use the Service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

D. Proprietary Rights:

You acknowledge and agree that WAVE and its licensor own all rights to the WAVE Mobile Application and the content displayed on the mobile application. You are only permitted to use this content as expressly authorized by the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of WAVE technology.

4. Rights You Grant to WAVE:

A. Advertising:

You agree that WAVE may display advertisements and promotions of all kinds in and with the Service.

B. Account Access:

In order to ensure that WAVE is able to provide high quality services that are responsive to its customers' needs, you agree that WAVE employees may have access to your account and records as reasonably needed to provide technical support, investigate complaints, and when reasonably required for collection purposes.

C. Third Party Accounts:

By using the Service, you authorize WAVE to access third party sites designated by you, on your behalf, to retrieve information requested by you and you hereby appoint WAVE as your agent for this limited purpose. You hereby permit WAVE to use information submitted by you to the Service to accomplish the foregoing.

D. Credit Card Payments:

When you supply a credit card number using this Service, you expressly authorize WAVE to charge the credit card account number associated with your WAVE account for any service charges that you authorize. If you have authorized automatic payment, your authority allows WAVE to charge your credit card to pay service fees that accrue from month-to-month, biannually, or during any other subscription term and reauthorize WAVE to charge your designated credit card each time you use the Service. This authorization will remain valid until you terminate your authorization through this mobile application, online through www.my.wavehome.com by calling (866) 928-3123, or in writing. WAVE may immediately terminate your account, at WAVE's sole discretion, for declined credit cards or any other nonpayment of account charges.

E. Posting of Service Charges for Automatic Payment

WAVE will post to your account at least ten (10) days in advance of the due date any changes in a fixed recurring service charges and twenty (20) days in advance of any usage based service charges. You may dispute amounts by contacting us at www.wavehome.com/contact or by calling (866) 928-3123 The authorization for automatic payment by either electronic bank transfer or credit card remains in full force and effect until you either revoke your credit card authorization in writing or through this mobile application, online through www.my.wavehome.com , by calling (866) 928-3123 or contact both WAVE and your financial institution in writing revoking your authority for electronic payment from your bank account. You must notify WAVE no fewer than five (5) days prior to the effective date your authorization will be withdrawn.

5. Additional Legal Material:

A. Disclaimer of Warranties:

You expressly understand and agree that:

Your use of the service is at your own sole risk. The service is provided on an "AS-IS" and "AS-AVAILABLE" basis. WAVE expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

WAVE makes no warranty that:

- (i) The Service will meet your requirements;
- (ii) The Service will be uninterrupted, timely, secure, or error-free.
- (iii) The results that may be obtained from the use of the Service will be accurate or reliable.

(iv) The quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations.

(iv) Any errors in the technology will be corrected.

Any material downloaded or otherwise obtained through the use of the Service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information whether oral or written, obtained by you from WAVE or through or from the Service will create any warranty of any kind. To the extent that any part of this section is inconsistent with any other part of these terms and conditions, then this section will control.

B. Limitation of Liability:

You agree that WAVE will not be liable for any losses, damages, injuries, or other harms, which lawyers and courts often refer to as direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if WAVE had been advised of the possibility of such damages, resulting from:

- (i) The use of the inability to use the Service.
- (ii) The cost of getting substitute goods and services resulting from any products, data information or services purchased or obtained or messages received or transactions entered into through or from the Service.
- (iii) Unauthorized access to or alteration of your transmissions data.
- (iv) Statements or conduct of anyone on the Service.
- (iv) Any other matter relating to the Service.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

C. Indemnification:

You agree to protect and fully compensate the WAVE and its affiliates, and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to reasonable attorneys fees) caused by or arising from your use of the Services, your violation of the Terms and Conditions or your infringement, or infringement by any other person using your account, of any intellectual property or other rights of anyone.

D. Other:

You can obtain paper copies of call detail records and other details on your bills that are not shown on this mobile application by writing or e-mailing WAVE's customer service department. You will be charged WAVE's current, per page fee of recreating and mailing your bill. You agree to pay the fee as a condition of receiving the requested information. This agreement cannot be changed or any of WAVE's rights waived unless WAVE agrees in writing or you continue using the Service following receipt of notice of any changes implemented by WAVE. This agreement is personal to you and you may not assign it to anyone. All notices to you shall be in writing and shall be made either via email or conventional mail, at WAVE's discretion. WAVE may broadcast notices or messages through the Service to inform you of changes to the Terms and Conditions, the Service, or other matters of importance; such broadcasts shall constitute notice to you. All notices to WAVE must be made in writing. If any provision of these Terms and Conditions is held to be unenforceable, then such provision shall be construed, as nearly as legally possible, to reflect the intentions of the parties with the

other provisions remaining in full force and effect. The laws of the State of Texas apply to this agreement. These Terms and Condition are the entire understanding between you and WAVE relating to the Service.

6. Binding Arbitration:

a. Purpose. If you have a Dispute (as defined below) with WAVE that cannot be resolved through an informal dispute resolution with WAVE, you or WAVE may jointly or unilaterally elect to arbitrate that Dispute in accordance with the terms of this Arbitration Clause rather than litigate the Dispute in any federal or state court or other tribunal. Arbitration means that you waive your rights to proceed in court and have your claims resolved by a judge or jury in the event arbitration is elected. Instead, you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts. If either you or WAVE elects to arbitrate the Dispute, that election shall be binding on the other party.

b. Definitions. The term “Dispute” means any dispute, claim, or controversy between you and WAVE regarding any aspect of your relationship with WAVE, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Clause. “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Clause, “WAVE” means WAVE and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

c. Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or WAVE elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Arbitration Rules of the American Arbitration Association (“AAA”).

d. Arbitration Procedures. You and WAVE agree that the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes, even if the substance of the Dispute is governed by other federal or state laws or regulations. No state statutes pertaining to arbitration shall be applicable under this Arbitration Clause.

If there is a conflict between this Arbitration Clause and the rules of the AAA, this Arbitration Clause shall govern. If there is a conflict between this Arbitration Clause and the rest of these Terms and Conditions, this Arbitration Clause shall govern.

A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing, including (unless both parties otherwise agree, in writing) a statement of reasons supporting the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The

members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

e. Restrictions:

1. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED.
2. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, CONSOLIDATED OR AGGREGATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER SUBSCRIBERS, OR OTHER PERSONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY RELATED ARBITRATION RULES, ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS SECTION 25(e) SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

f. Location of Arbitration. The arbitration will take place at a location reasonably convenient to you and WAVE in the area where you receive the service from us.

g. Payment of Arbitration Fees and Costs. WAVE will reimburse any filing fee that the AAA charges you for arbitration of the dispute to the extent that the amount of such a fee exceeds the filing fee that would be charged by a court with jurisdiction over the dispute. If that arbitration proceeds, WAVE will also pay any administrative and arbitrator fees charged later, as required by the rules and fee schedule of the AAA.

h. Severability. If any clause within this Arbitration Clause is found to be illegal or unenforceable, that clause will be severed from this Arbitration Clause, and the remainder of this Arbitration Clause will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Clause will be unenforceable, and the dispute will be decided by a court.

In the event this entire Arbitration Clause is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Clause, you and WAVE have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

i. Exclusions from Arbitration. Where the total amount in controversy for the action is \$5,000 or less, the party bringing the claim can choose to proceed in arbitration, or alternatively, can bring an individual action in small claims court. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, YOU AND WAVE FURTHER AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; AND (3) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

j. Continuation. This Arbitration Clause shall survive the termination of your service(s) with WAVE.

7. Required Time for Notice of a Dispute. You must give us notice of a dispute within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes, about which you must contact WAVE within thirty (30) days), or you waive the right to pursue any claim based upon such events fact or dispute.