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WOW! Payment Options

How Do I Pay My Bill?
Each month you will receive a monthly statement which includes the amount due for the current billing cycle and any past due amount. Your monthly billing cycle begins the day after installation of service has been completed. You can mail us your payment, pay automatically with AutoPay (our automatic payment system), make a payment at one of our local payment locations or pay your bill online at wowway.biz. You can also pay your bill by check or credit card with our automated system at 1-888-969-4249.

For more information on how to sign up for AutoPay or to get a list of our local payment locations, please visit our website at wowway.biz or call us toll-free at 1-888-969-4249.
UNDERS廷DING YOUR MONTHLY BILL

The Front Side of Your Bill

1 NEWS AND INFORMATION
Thank you for being a WOW! Business customer. We know you have a choice in providers, and we value your business.

2 CUSTOMER SERVICE
Information on ways to contact us.

3 ACCOUNT INFORMATION
Displays your account name, your WOW! account number and the phone number linked to your account. The billing date is the date you are being billed.

4 SNAPSHOT & SUMMARY
Overview of payment information since the prior monthly bill and a summary of your current charges. Shows you the payment due date and total amount due.

5 PAYMENT OPTIONS
How to pay your bill by mail, phone or online.

6 PAYMENT ADDRESS
Address to which payment should be sent.

Account Snapshot

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of Last Bill</td>
<td>$176.79</td>
</tr>
<tr>
<td>Payment received</td>
<td>$176.79</td>
</tr>
<tr>
<td>New Charges Since Last Bill – See Below</td>
<td>$134.99</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$134.99</td>
</tr>
<tr>
<td>Payment Due Date</td>
<td>06/14/12</td>
</tr>
</tbody>
</table>

New Charges Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WOW! Service Charges</td>
<td>$176.86</td>
</tr>
<tr>
<td>Partial Month Charges &amp; Credits</td>
<td>$1.30</td>
</tr>
<tr>
<td>Other Charges &amp; Credits</td>
<td>-$50.00</td>
</tr>
<tr>
<td>Taxes and Fees</td>
<td>$6.83</td>
</tr>
<tr>
<td>Total New Charges</td>
<td>$134.99</td>
</tr>
</tbody>
</table>

Account Name.................................................. Any Business, Inc.
Account Number.................................................. 012345678
Statement Code.................................................. 999
Customer Phone.................................................. (123) 456-7890
Billing Date.................................................... 05/25/2012

To pay by phone, call 1-888-969-4249.
To pay online, visit wowway.biz.
Please detach and enclose this coupon with your payment.
Do not send cash. Make checks payable to WOW! Business.

Payment Due Date ........................... 06/14/12
Total Amount Due ........................................ $134.99

Account Name.................................................. Any Business, Inc.
Account Number.................................................. 012345678
Statement Code.................................................. 999
Customer Phone.................................................. (123) 456-7890
Billing Date.................................................... 05/25/2012

Payment Due Date ........................... 06/14/12
Total Amount Due ........................................ $134.99

Contact Information:
Customer Service & Billing: 1-888-969-4249
Email: businesssolutions@wideopenwest.com

Customer Service Hours:
Monday - Friday 6:00am to 7:00pm CST
Saturday - Sunday 7:00am to 4:00pm CST

Page 1 of 2
## WOW! Business

**Statement Details**
A detailed and itemized breakdown of your service charges, taxes and fees.

### WOW! Service Charges
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Basic Phone – 123-456-7890</td>
<td>$40.00</td>
</tr>
<tr>
<td>Caller ID/Name</td>
<td></td>
</tr>
<tr>
<td>Call Forwarding</td>
<td></td>
</tr>
<tr>
<td>Virtual</td>
<td></td>
</tr>
<tr>
<td>Insert EMTA Mac</td>
<td></td>
</tr>
<tr>
<td>Subscriber Line Charge</td>
<td>$5.87</td>
</tr>
<tr>
<td>Offsets cost for WOW! interconnection to phone network. Not a tax or government imposed fee.</td>
<td></td>
</tr>
<tr>
<td>Business Internet – 5M</td>
<td>$35.00</td>
</tr>
<tr>
<td>Download/Upload</td>
<td></td>
</tr>
<tr>
<td>Business Digital Service</td>
<td>$20.00</td>
</tr>
<tr>
<td>Business Non-Public Cable</td>
<td>$63.00</td>
</tr>
<tr>
<td>Business Digital Converter</td>
<td>$9.99</td>
</tr>
<tr>
<td>Insert Box ID</td>
<td></td>
</tr>
<tr>
<td>Total WOW! Services</td>
<td>$176.86</td>
</tr>
</tbody>
</table>

### Partial Month Charges & Credits
Certain changes were made to your account after your last billing statement was issued. Below are charges and/or credits applied to your account to reflect these changes.

- Effective 05/13/12, Business Static IP at a monthly rate of $3.00 was added to your account.
- Adjustments for services added on 05/13/12:
  - Business Static IP 05/13/12 - 05/25/12: $1.30
- Total Partial Month Charges & Credits: $1.30

### Other Charges & Credits
- 05/25 - 06/24 WOW! Rewards Credit: -$50.00
- Total Other Charges & Credits: -$50.00

### Taxes and Fees
- Cable TV Service 05/25 Sales Tax: $1.20
- Franchise Fee: $25
- Phone Service 05/25 Sales Tax: $0.78
- State 911 Surcharge: $3.75
- FCC/Phone Fee 05/25: $2.00
- Internet Service 05/25 Sales Tax: $0.67
- Total Taxes and Fees: $6.63

---

**Total WOW! Services**
$176.86

---

### Billing Details
- Account Name: Any Business, Inc.
- Account Number: 012345678
- Statement Code: 999
- Customer Phone: (123) 456-7890
- Billing Date: 05/25/2012

---

### Understanding Your Monthly Bill
The Back Side of Your Bill

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### Wow! Business

**Statement Details**
A detailed and itemized breakdown of your service charges, taxes and fees.

### WOW! Service Charges
Location A 1234 Main Street

- 05/25 - 06/24 Business Basic Phone – 123-456-7890: $40.00
- Caller ID/Name
- Call Forwarding
- Virtual
- Insert EMTA Mac
- Subscriber Line Charge: $5.87
- Offsets cost for WOW! interconnection to phone network. Not a tax or government imposed fee.
- Business Internet – 5M: $35.00
- Download/Upload
- Business Digital Service: $20.00
- Business Non-Public Cable: $63.00
- Insert Box ID
- Total WOW! Services: $176.86

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Certain changes were made to your account after your last billing statement was issued. Below are charges and/or credits applied to your account to reflect these changes.

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- State 911 Surcharge: $3.75
- FCC/Phone Fee 05/25: $2.00
- Internet Service 05/25 Sales Tax: $0.67
- Total Taxes and Fees: $6.63

---

**WOW! Business**

**Internet/TV/Data**

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**Partial Month Details**
Lists the details for credits and charges applied to your account for services/items that were added and/or removed since your last bill printed.
WOW! Cable Reference Guide

WOW! Digital Cable Operation

HOW TO REBOOT YOUR DIGITAL RECEIVER
1. Push and hold the power button until the word “boot” is displayed on the receiver display.
2. Release the power button after the word “boot” is displayed.
3. When the time appears on the receiver display, turn on the receiver.
4. Pioneer or Passport will be displayed on the television monitor.
5. Once Pioneer or Passport is gone, the picture should return.

Interactive Program Guide

WHAT IS THE IPG?
The Interactive Program Guide (IPG) is a convenient way to find out what’s on television and to view a list of upcoming programs. Lists of programs are available for any date in the next seven days.

FEATURES OF THE IPG
The IPG has the following features:

> With the browsing features, subscribers can see what’s on TV for a particular time, program theme, or program title.
> Instant program descriptions appear while browsing through the IPG.
> Subscribers can use Parental Control to restrict viewing of programs according to rating, time, or channel.
> Reminder timers help subscribers keep track of upcoming programs by giving them a reminder on the screen before the program starts.
> VCR timers tune the set top receiver terminals to a particular channel at the proper time to record a program. (Not available on a DVR receiver.)
> The current program is reduced to fit in the corner of the screen when subscribers use any of the main IPG functions. Subscribers don’t have to miss a minute of the program they are watching.
> Pay-Per-View can be ordered with the press of a button.
> Subscribers can set up Favorite Channels for a quick browse of their favorites that are on now – right at their fingertips with the “FAV” button.
HOW TO GET TO THE IPG
Press the button on the remote control to access the main screen of the IPG.

AREAS OF THE IPG

> The current program is reduced to fit in the upper right area of the screen. It remains there while the subscriber is using the main functions of the guide.

> The current information banner under the current program picture gives the current time and channel.

> The channel banner provides a description for each program the subscriber highlights in the main program list.

> The message bar at the bottom of the IPG allows searching for programs by Time, Theme, or Title.
## SYMBOLS USED ON THE IPG

The following table describes the symbols displayed on the TV screen, on the guide, and on the channel banner.

<table>
<thead>
<tr>
<th>Icon</th>
<th>Description</th>
<th>Icon</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1.png" alt="Icon" /></td>
<td>Locked channel – Parental Control On.</td>
<td><img src="image2.png" alt="Icon" /></td>
<td>Closed Captioned – Channel has text subtitles for hearing-impaired viewers. This option applies only to channels that offer closed captioning.</td>
</tr>
<tr>
<td><img src="image3.png" alt="Icon" /></td>
<td>Locked channel – Parental Control Off.</td>
<td><img src="image4.png" alt="Icon" /></td>
<td>Second Audio Programming (SAP) – Channel offers alternate audio with the TV picture. This option applies only to channels that offer SAP. Note: If the subscriber has SAP enabled and experiences no sound on some channels, disable SAP. SAP is only available on channels that offer second audio.</td>
</tr>
<tr>
<td><img src="image5.png" alt="Icon" /></td>
<td>Closed Captioned – Channel has text subtitles for hearing-impaired viewers. This option applies only to channels that offer closed captioning.</td>
<td><img src="image6.png" alt="Icon" /></td>
<td>Channel is included in the list of favorite channels.</td>
</tr>
<tr>
<td><img src="image7.png" alt="Icon" /></td>
<td>A skipped channel.</td>
<td><img src="image8.png" alt="Icon" /></td>
<td>Pay-Per-View program that the subscriber has purchased.</td>
</tr>
<tr>
<td><img src="image9.png" alt="Icon" /></td>
<td>A pay-per-day program.</td>
<td><img src="image10.png" alt="Icon" /></td>
<td>A program that is scheduled to be recorded.</td>
</tr>
<tr>
<td><img src="image11.png" alt="Icon" /></td>
<td>A pay-per-package program.</td>
<td><img src="image12.png" alt="Icon" /></td>
<td>Reminder timer is set on this program.</td>
</tr>
<tr>
<td><img src="image13.png" alt="Icon" /></td>
<td>Recording in progress.</td>
<td><img src="image14.png" alt="Icon" /></td>
<td>Single instance manual recording.</td>
</tr>
<tr>
<td><img src="image15.png" alt="Icon" /></td>
<td>Program is currently playing.</td>
<td><img src="image16.png" alt="Icon" /></td>
<td>Programs that will not be erased for at least three days.</td>
</tr>
<tr>
<td><img src="image17.png" alt="Icon" /></td>
<td>A series that is scheduled to be recorded.</td>
<td><img src="image18.png" alt="Icon" /></td>
<td>A program that will be erased very soon (within one day).</td>
</tr>
<tr>
<td><img src="image19.png" alt="Icon" /></td>
<td>Recurring manual recording.</td>
<td><img src="image20.png" alt="Icon" /></td>
<td>A program that will be erased soon (within three days).</td>
</tr>
<tr>
<td><img src="image21.png" alt="Icon" /></td>
<td>Programs you have specified to be saved until you manually delete them.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
How to Browse with the IPG

HOW TO BROWSE WHILE WATCHING TV

Browsing while watching TV allows the subscriber to view full-screen program information about other channels and times.

HOW TO BEGIN BROWSING

While watching a television program, press the button on the remote control twice. The channel banner appears along the bottom of the television screen with current time and channel information.

<table>
<thead>
<tr>
<th>Icon</th>
<th>Description</th>
</tr>
</thead>
</table>
| The No Record icon is displayed if a program scheduled to be recorded:  
• cannot be recorded due to conflicts with other recording requests, or  
• is canceled by the user |
| The Customized Line-Up grid icon is displayed next to the Time or Theme sort menu option at the bottom of the Program Guide. |
| Indicates that the program is broadcast in High Definition (HD) format. |
| Some pop-up menus feature a tab indicating that additional options are available. |
| The Series Header icon (or Keyword Header icon) is displayed in the Program Guide. It is like a “folder” that contains individual instances of a series, or individual shows that match a keyword. |
| The Cropping icons indicate that a program has been manually or automatically cropped. |
| The magnifying Glass icon is displayed when you search for keywords in the Program Guide. It is also used in list menus to tag recordings based on keyword series recordings. |

Navigate to information for other channels
Current program
Current time and dates
MORE BROWSE FEATURES

Press the buttons to move through future programming and show times on the selected channel.

Press the buttons to move through the channels for the selected time period.

Press the button to view details about the program in the channel banner.

Press the button to tune to the highlighted channel.

Press the “EXIT” button to exit Browse.

BROWSING MENU

Browsing is a convenient way for subscribers to find the programs they want to watch using the IPG. There are several ways to use the Browsing feature:

Time Lists programs in order by time and channel.

Theme Lists programs of a particular theme, such as Adventure, Comedy, or News for the date selected.

Title Lists programs in alphabetical order by their title for the date selected.

HOW TO BROWSE BY TIME

Use the Browse by Time feature to list the available programs in order by time of day. To browse by time, follow these steps.

1. Press the button on the remote control. The IPG appears in Browse by Time format.

2. Press the following button:

   buttons to move through the channels.

   buttons to move through the time periods.

3. Press the button to tune to the channel currently highlighted if it is on now.
Press the A key twice to display the Time view Options pop-up menu.

This option will allow you to:

- Sort 1,2,3 sorts the listings by channel number.
- Sort A,B,C sorts the listings by channel call letters.
- List All displays all channels.
- List Favorites displays only your specified Favorite channels.
- List HDTV displays listings for only HDTV programs.

- Custom... displays several custom sorting options, including:
  - List Music Channels
  - List On Demand Channels
  - List Pay Per View Channels
  - Hide Skipped Channels
  - Hide Locked Channels
  - Hide On Demand Channels
  - Hide Pay Per View Channels

**HOW TO BROWSE BY THEME**

A Theme is a category that describes the kind of programs available, such as Adventure, Comedy, or News. To browse by theme, follow these steps.

1. Press the **GUIDE** button on the remote control. The IPG’s main screen appears in Browse by Time format.

2. Press the **#** button to display the Browse by Theme, then press the **#** buttons to scroll through the list of themes.

3. From the theme list, press the **#** buttons to move through the themes, and press the button or the **SEL** button to move back to the list of programs for that theme.

4. Press **SEL** on the channel you wish to tune to.

Note: Asterisks indicate that a program is available now.
THEME VIEW SORT OPTIONS
You can sort the Theme view of the Program Guide in several ways. Press the B key twice to display the Theme view Options pop-up menu.

- Sort Airtimes sorts the listings by viewing time.
- Sort Titles sorts the listings alphabetically by title.
- List All displays all channels.
- List Favorites displays only your specified Favorite channels.
- List HDTV displays listings for only HDTV programs.
- Custom... displays several custom sort options, which may include, for example:
  - List All Channels
  - List Family Channels
  - List Family Programs
  - Hide Skipped Channels
  - Hide Locked Channels
  - Hide Non-Captioned Programs
  - Hide Saved Shows
  - Hide Locked Programs

HOW TO BROWSE BY TITLE
Use the Browse by Title feature to list programs in alphabetical order by their title. To Browse by Title, follow these steps.

1. Press the button on the remote control. The IPG’s main screen appears in Browse by Time.

2. Press the button. The Search button displays a pop-up list featuring two search options: Titles and Keywords.

3. Press the arrows to highlight the Titles option (if necessary), then press the key.

4. Press the arrows to highlight the first letter of the program title you seek, then press . The letter you selected appears on the Title line. Only letters that are viable options for the second letter in the desired title remain selectable. The other letters fade to gray.
5. Repeat for subsequent letters until the desired program title is displayed in the right window.
   • To clear all letters from the Title line or to start a new search, press the arrows to highlight NEW, then press the SELECT key.
   • To back up one space, use the arrows to highlight BACK, then press.

6. To access the list of programs, press the right arrow repeatedly to move the highlight to the right window. Passport Echo highlights the first program in the list.

7. To scroll through the list, press the up or down arrow. Note: If there are several episodes of a program (e.g., a series), the Series Header icon is displayed to the left of the item. To display all the individual episodes of the program (expand the list), highlight the Series Heading and press SELECT or the right arrow. To hide (or collapse) the list, press the left arrow. Note: To return to the Title search, press the left arrow.

8. Press the SELECT or REC key to display the highlighted program's channel, or to set up a recording.

9. To exit, press the EXIT key.
SEARCHING THE PROGRAM GUIDE BY KEYWORD

You can search the Program Guide by keyword.

Keywords can refer to subject matter or names of actors or directors. You can search the program title and description for information that matches the keyword you enter.

1. Press the GUIDE key to display the Program Guide.

2. Press the (Search) key. The Search button displays a popup list of two search options:
   Titles and Keywords.

3. Press the down arrow to highlight the Keywords option, then press the key.

4. Press the arrows to highlight the first letter of your keyword, then press the key.

5. Repeat for subsequent letters until the desired information (e.g., name of actor) is displayed in the right window (i.e., the program list window).

6. To access the list of programs, press the right arrow repeatedly to move the highlight to the right window. Passport Echo highlights the first item in the list.

7. To scroll through the list, press the up or down arrow.

8. When you have highlighted the desired program in the program list, press the key. If the program is currently playing, Passport Echo displays the channel. If it is a future program, Passport Echo offers options.

9. To exit, press the EXIT key.
HOW TO ENABLE PARENTAL CONTROL

1. Press “SETTINGS”.
2. Press \( \Delta \) for more settings.
3. Use \( \leftarrow \rightarrow \) to find Parental Control.
4. Press \( \texttt{SELECT} \) on Parental Control.
5. Scroll down to Locking Status then press \( \texttt{SELECT} \).
6. Press the \( \leftarrow \rightarrow \) to On and press \( \texttt{SELECT} \).
7. Enter Personal Identification Number (PIN) (Default: 3215).
8. Press \( \Delta \) for OK.

To enable a block on either channel, ratings, time or Hide Adult Titles:

1. Select the category you want to block by using your arrow buttons.
2. Press \( \texttt{SELECT} \).
3. Press \( \leftarrow \rightarrow \) and then press \( \texttt{SELECT} \) on the options you want to block.
4. Press “EXIT”.

HOW TO DISABLE PARENTAL CONTROL

1. Press “SETTINGS”.
2. Press \( \Delta \), more settings.
3. Press \( \leftarrow \rightarrow \) to locate Parental Control.
4. Press \( \texttt{SELECT} \) on Parental Control.
5. Press \( \leftarrow \rightarrow \) to select Locking Status.
7. Press \( \texttt{SELECT} \).
8. Enter PIN (Default: 3215).
9. Press \( \Delta \) for OK.
10. Exit.
HOW TO CHANGE THE PARENTAL CONTROL PIN

To change the Parental Control PIN from the General Settings menu, follow these steps.

1. While watching a television program, press the “Settings” button once, then press for more.
2. At the General Settings menu, press the buttons to highlight “Change PIN”.
3. Press the button.
4. Enter the current PIN (Default: 3215).
5. Enter the new PIN.
6. Re-enter the new PIN to confirm the new PIN.
7. Press “Ok,” then the “Exit” button to return to watching television.
Digital Adapter –
Self-Install Instructions

It’s simple to install the Digital Adapter. Just follow the five easy steps and you’ll be on your way to enjoying the digital experience.

**Step A: Connect the Digital Adapter to the cable outlet**
1. Find the coax cable that runs from the cable wall outlet to your TV.
2. Disconnect the coax cable from your TV.
3. Connect this cable to the “Cable In” port on the back of the Digital Adapter.
4. Leave the other end of this cable plugged into the cable wall outlet.

**Step B: Connect the coax cable from the Digital Adapter to the TV**
1. Take the coax cable provided in your self-install kit.
2. Connect one end to the “To TV” port on your Digital Adapter and connect the other end to the “Cable In” or “RF In” port on your TV.

**Step C: Connect the power cord**
1. Take the power cord provided in your self-install kit.
2. Connect the power cord to the electrical wall outlet and the “+5V DC In” port on the Digital Adapter.

**Step D: Set the channel**
1. Turn on your TV and tune it to channel 3 (Channel 4 in Cleveland area).
2. Make sure the channel “3/4” switch on the Digital Adapter is set to the same channel as your TV.

If you don’t have a picture after completing the activation steps, you may need to switch your TV and Digital Adapter to channel 4.
Step E: Activating your Digital Adapter
Once you have connected your Digital Adapter(s), they are ready to be activated, which will authorize your Digital Adapter(s) to begin receiving signals from WOW!'s network and send cable channels to your TV. Once your Digital Adapter(s) are activated you will be able to enjoy your WOW! Cable.

All Digital Adapter’s must be connected prior to activation.
To activate your Digital Adapter(s), call 1-800-510-1110.

Programming Your Remote
Program your remote to sync with your TV model.
1. Get remote instructions manual from self-install kit. Find the brand name and 3-digit device code number of your TV. For example, Panasonic TV: 005, 006, 007, 008.
2. Manually turn on the TV.
3. Confirm the batteries are correctly inserted in the remote.
4. Press and hold the “Set” button. Then, while holding down “Set”, press the Power button. The LED light will turn red, indicating the remote is in program mode. Release both buttons.
5. Enter the 3-digit Device Code (for example: code 005 under Panasonic TV). The red LED light turns off if the code has been accepted by the remote control.
6. If the LED light flashes twice, it means the code entered is incorrect, and the remote control remains in program mode. Re-enter the correct code number again. The remote will exit program mode if the code is not entered within 10 seconds.
7. Point the remote towards the TV and press the Power button. If the TV turns off, the remote is now programmed to operate the TV.
8. If the TV fails to turn off, go back to Step 1 and enter the next code listed under the TV brand.

Digital Adapter Troubleshooting
How do I program my VCR to record using a WOW! Digital Adapter?
To record a program using your Digital Adapter and VCR:
1. Set your VCR to record channel 3 (4 in Cleveland) for the time the program is airing.
2. Tune the Digital Adapter to the channel you want to record.

The VCR can only record the channel that your Digital Adapter is tuned to. To record different programs at different times, you will need to change the channel on your Digital Adapter.

My Digital Adapter takes too long to change the channels. What can you do about that?
We understand that the experience may be different from what you are used to. Unfortunately, there may be a slight delay when you are changing channels as the Adapter works to tune from one digital signal to the next.

My Digital Adapter remote stopped working, loses its programming or won’t power off/on.
If your remote loses its programmed codes, try replacing the batteries with high quality Alkaline batteries. When replacing the batteries, try not to push any buttons, and the codes should remain intact.

For a list of Frequently Asked Questions, visit wowway.biz.
WOW! Business HD Reference Guide

Welcome!
Congratulations on adding the WOW! Business HD Set-top to your television viewing experience!

WOW! HD Set-tops provide you the ability to view cable television programming for high-definition television (HDTV) as well as standard-definition television (SDTV).

Before you Begin
- Read the IMPORTANT RULES FOR SAFE OPERATION below.
- If you plug the set-top into an outlet that is controlled by a wall switch, keep the switch in the ON position. The on-screen guide is updated nightly. If the wall switch is in the OFF position, your set-top will not receive the latest programming updates.
- Keep the top of the set-top free of all objects and electronic devices, including your TV.
- It is recommended that you connect a surge protector to your cable equipment and electronic devices.

Important Rules for Safe Operation

Read and Retain These Instructions
- Read all of the instructions before you operate the set-top. Give particular attention to all safety precautions. Retain the instructions for future reference.
- Comply with all warning and caution statements in the instructions. Observe all warning and caution symbols that are affixed to this set-top.
- Comply with all instructions that accompany the set-top.

Placement
Place this set-top in a location that is close enough to an electrical outlet to accommodate the length of the power cord. Place set-top on a stable surface. The surface must support the size and weight of the set-top.

Ventilation
This set-top has openings for ventilation that protect it from overheating. To ensure the reliability of the set-top, follow these guidelines to avoid obstruction the openings:
- Do not place other equipment, lamps, books, or any other object on the top of this set-top.
- Do not place this set-top in any of the following locations:
  --On a bed, sofa, rug or similar surface
  --Over a radiator or a heat register
  --In an enclosure, such as a bookcase or equipment rack, unless the installation provides proper ventilation.
Cleaning the Set-Top
Before cleaning this set-top, unplug it from the electrical outlet. Use a damp cloth to clean. Do not use a liquid cleaner or an aerosol cleaner. Do not use a magnetic/static cleaning device (dust remover).

Object and Liquid Entry
Never push objects of any kind into this product through openings as they may touch dangerous voltage points or short out parts that could result in a fire or electric shock. Do not expose this set-top to liquid or moisture. Do not place set-top on a wet surface. Do not spill liquids on or near set-top.

Accessories
Do not use accessories with this set-top unless recommended by your cable service provider.

Overloading
Do not overload electrical outlets, extension cords, or integral convenience receptacles, as this can result in a risk of fire or electric shock. For equipment that requires battery power or other sources to operate, refer to the operating instructions for that equipment.

Lightning and Power Surges
Ground your cable system to provide some protection against voltage surges and built-up static charges. Plug your set-top into a surge protector to reduce the risk of damage from lightning strikes and power surges. If you have questions, call WOW! at 1-888-969-4249.

Power Cord Protection
Arrange all power cords so that people cannot walk on the cords, place objects on the cords, or place objects against the cords, which can damage the cords. Give particular attention to the cords at the point at which the cord connects to the plug, at electrical outlets, and at the places where the cords exit the set-top.

Power Sources
A label on this set-top indicates the correct power source for this set-top. Operate this set-top only from an electrical outlet that has the voltage and frequency that the label indicates. If you are unsure of the type of power supply to your residence, consult your cable service provider or your local power company.

Grounding
This set-top has a two-prong plug. Properly ground this set-top by inserting the plug into a grounded electrical, two-socket outlet. If this plug is polarized, it has one wide prong and one narrow prong. This plug fits only one way.

⚠️ CAUTION: ⚠️
To prevent electric shock, match wide blade of plug to the wide slot, and then fully insert.

If you are unable to insert this plug fully into the outlet, contact an electrician to replace your obsolete outlet.
Servicing
Do not open the cover of this set-top. If you open the cover, your warranty will be void. Refer all servicing to qualified personnel only. Contact us for instructions.

Damage that Requires Service
For damage that requires service, unplug this set-top from the electrical outlet. Contact WOW! when any of the following occurs:
• There is damage to the power cord or plug
• Liquid enters the set-top
• There is exposure to rain or water
• Operation is not normal (the instructions in this guide describe the proper operation)
• Set-top is dropped or damaged
• Set-top exhibits a distinct change in performance

Upon completion of any service or repairs to this set-top, the WOW! service technician will perform safety checks to determine that the equipment is in proper operating condition.

Screen Burn-In Warning
Please refer to the user’s guide that came with your high-definition television (HDTV) for an important message regarding images being permanently “burned in” to your HDTV screen.

Connecting the Set-Top
Follow these steps using the connection diagrams on the following pages to connect your HD Set-top box to your HDTV and other devices.

WARNING:
Electric Shock hazard! Unplug all electronic devices before connecting or disconnecting any device cables.

1 Unplug all electronic devices before connecting the set-top.
2 Connect the set-top to your HDTV, VCR, and other devices as shown in the diagrams later in this guide.
   (The diagrams in this guide do not cover every possible wiring combination.)
3 Connect the set-top to the coaxial cable coming from the wall.
4 Plug the set-top and the TV into an AC power source, but do not turn on your set-top or HDTV yet.
5 Wait for the front of your set-top to display one of the following:
   • Current time
   • Four dashes(----)
   Important: It may take several minutes for the set-top to receive the latest software, programming and service information. When the front panel displays the time or four dashes, the update is complete.
6 After the update is complete, press POWER to turn on your set-top.
7 Turn on the power to your HDTV.
8 Press the Input or TV/Video key on the HDTV remote or on the HDTV and scroll to the video input you chose for the connection. For example: Video 6.
Wiring a HD Receiver
The following 2 diagrams display how a HD Receiver should be connected to a HDTV.

HDTV Formats
Most HDTVs include YPbPr connectors for component video inputs, and your HD Set-Top includes a YPbPr cable for these inputs. However, some HDTVs only have RGB inputs. If you have one of these HDTVs, you may need an RGB adapter. Check with us for information about receiving an RGB adapter. Also, some SDRVs include YPbPr inputs. Your HD set-top will function correctly with these inputs only when outputting in 480i mode.

Audio Output
To hear stereo sound, you must do one of the following:
- Connect stereo audio cables from the AUDIO OUT LEFT and RIGHT connectors on the set-top to the AUDIO IN LEFT and RIGHT connectors on your HDTV.
- Connect an RCA cable from the DIGITAL AUDIO OUT on your set-top to the DIGITAL AUDIO IN on your HDTV (if equipped) or stereo receiver.
In addition, you may also connect an S-Video cable from the S-VIDEO OUT connector on the set-top to the S-VIDEO connector on the HDTV or VCR. However, the S-VIDEO connection does not supply audio. You must also use audio cables with the S-Video cable.
If you connect the set-top to your HDTV using only the coaxial cable at the CABLE OUT connection, your HDTV will not receive stereo sound from your set-top. *Note: S-Video and coaxial cables only deliver SDTV programming. They do not deliver HDTV programming.*

**Using the Set-Top**

After you set up your HD Set-Top, and the front panel displays the current time, you can turn on the set-top and begin watching TV. Press the POWER button on the front of the set-top to turn it on. We will send nightly programming updates to your set-top (such as program guide information). You should leave your set-top on at all times so that it can receive these updates.

**Basic Remote Control Keys**

- To turn the set-top on, press TV and then POWER.
- To change the channel, use CH+ and CH-.
- To adjust the volume, use VOL+ and VOL-.
- To view more information about the current program, press INFO.

**Interactive Program Guide**

The Interactive Program Guide organizes programs and events into listing by channel, theme, or title. The current channel continues to display in the upper right corner of the guide. The upper left corner displays information about the highlighted program.

- To view or hide the guide, press Guide.
- To view information about a program, use the arrow keys on the remote control ▶▼ ◄ ▲ to highlight program.
- To view more information about the highlighted program press INFO.
- To view the highlighted program, press SELECT.
- The △ □ ▽ keys provide additional functions that vary, based on the current menu screen. The functions assigned to each of these keys is shown on the bottom of the screen.

**Setting Menu Options**

**Set-Top Menu Settings**

The HD Set-Top offers the following two menu settings that you can use to configure your set-top features, based on your preferences:

- The Quick Settings menu gives you quick access to the more commonly used settings such as parental control, favorite channel lists, and sleep times.
- The General Settings menu gives you access to all of the quick settings plus advanced settings, such as on-screen languages and Personal Identification Numbers (PINs)

**To Access the Menus:**

- Press SETTINGS once to view the Quick Settings menu. Press SETTINGS again to view the General settings menu. Press SETTINGS a third time to hide both settings menus.
- Use the arrow keys to scroll through the settings options.
- Press SELECT to change the highlighted setting.
- Press INFO to learn more about the highlighted setting.
Troubleshooting
If your set-top does not function as expected, read the following conditions and suggestions. If the situation persists, contact your cable service provider.

Questions About the Set-Top
If your set-top does not perform as expected, check the following conditions:

- Verify that the power to your TV is turned on.
- If plugged into a wall switch, verify the switch is in the ON position.
- Verify that all cables are properly connected.
- Verify that your TV is connected to the proper TV input port.

If your set-top does not perform as expected after checking the power, the cables, and the output channel, check the following conditions:

No picture
- If your system includes a VCR or stereo, verify that you have properly connected them to the set-top
- Verify that the set-top Power light is on and the Bypass light is off.

No color
- Verify that the current TV program is broadcast in color.
- Adjust the TV color controls.

No sound
- If your setup includes a VCR or stereo, verify that you have properly connected them to the set-top
- Verify that the volume is turned up.
- Verify that the Bypass feature is disabled.

The TV Screen displays a message indicating that the set-top is automatically updating its software. Wait for the time to appear on the front panel of your set-top before continuing with the installation process. When the front panel displays the time, the update is complete.

United States FCC Compliance
This equipment has been tested and found to comply with the applicable limits of Part 15 of FCC Rules. These limits are designed to provide reasonable protection against harmful interference in residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio or TV reception, which can be determined by turning the equipment off and on. The user is encouraged to try to correct the interference by one or more of the following measures:

- Increase the distance between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult an experienced radio/TV technician or WOW! for help.

Any changes or modifications not expressly approved by Scientific-Atlanta could void the user’s authority to operate the equipment.

Important: The information shown in the FCC Declaration of Conformity paragraph below is a requirement of the FCC and is intended to supply you with information regarding the FCC approval of this device. The phone numbers listed are for FCC-related questions only and not intended for questions regarding the connection or operation for this device. Please contact WOW! for any questions you may have regarding the operations or installation of this device.
**Software and Firmware Use**
Scientific-Atlanta, Inc. owns copyrights to the software included in your set-top and furnishes the software to your cable service provider under a license agreement. You may only use or copy this software in accordance with the terms of your cable service provider.

Scientific-Atlanta, Inc. owns copyrights to the firmware in this equipment. You may only use the firmware in the equipment in which it is provided. Any reproduction or distribution of this firmware, or any portion of it, without the express written consent of Scientific-Atlanta, Inc. is prohibited.

**Trademarks**
Explorer, Scientific-Atlanta, and the Scientific-Atlanta, Inc. VCR Commander and “Bringing the Interactive Experience Home” are trademarks of Scientific-Atlanta, Inc.

**FCC Declaration of Conformity**
This device complies with Part 15 of FCC Rules. Operation is subject to the following two conditions:
1. the device may not cause harmful interference, and
2. the device must accept any interference received, including interference that may cause undesired operation.

Explorer® Digital Interactive Set-Top model: Model 3250HD
Manufactured by: Scientific-Atlanta, Inc.; • 5030 Sugarloaf Parkway; • Lawrenceville, Georgia 30042; USA
Telephone 770-236-1077 • (Terms and Conditions Revised as of September 2004)
WOW! Business Internet Reference Guide

Introduction
Thank you for choosing WOW! Business Internet. We have designed this User Guide to help you get up and running as quickly as possible. This guide includes an overview of the WOW! Business Internet service. The main objectives of this guide are to show you:

- An overview of WOW! Business Internet service.
- Guidelines for use and summary of information/terms.

In rare cases, WOW! will block an email account if our servers detect that it is sending out virus like activity. We take this step proactively, to slow or stop the spread of that virus. If your account becomes blocked, you will need to install and run an anti-virus utility, then call us to have the account reinstated. We will need to know what utility you ran and what virus (or viruses) were detected and removed, so make sure you have that information on hand.

Pop-Up Ads, Browser Hijackers, and other Mal-ware
Pop-ups and hijackers are becoming an increasingly large problem online; WOW! recommends purchasing an Internet security software program that includes an antivirus/anti-spyware scanner as well as an email scanning capability.

Hijackers or Browser Hijackers
On the Internet, this term refers to programs that redirect your homepage to another site without your permission. Usually they come hand-in-hand with spyware and adware, and you’ll get deluged with pop-up ads while at the same time your home page is being mysteriously reset. Even if you then change your startup page back, the hijacker will just redirect it again after your next reboot, for as long as it is installed on your PC.

Cable Modem Troubleshooting
Use the table on the following page to help with the functions of your cable modem lights. The names and colors of your lights may vary, but the principles are common to most cable modems.

<table>
<thead>
<tr>
<th>Lights</th>
<th>Indication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Cable, Sync or Block Sync</td>
<td>Steady green means modem is on and is connected to the cable Internet network. Usually flashes during initial synchronization. Off means no cable connection (check all cable connections; if problem persists, contact WOW! Business Solutions technical support). PC or Link Steady green means connection to computer is working. Off means computer is turned off or not connected. Some modems do not have this light or an equivalent.</td>
</tr>
<tr>
<td>Data or Activity</td>
<td>Flashing green means data is flowing through the modem. Some modems have a light (RD or RX for example) that indicates when your modem is receiving data as well as a separate light (TD, TX or SD for example) that indicates when your modem is transmitting data.</td>
</tr>
<tr>
<td>Test or Error</td>
<td>Normally off. May flash during initial self-test or software downloading. Steady light usually indicates some failure of the modem or the network.</td>
</tr>
</tbody>
</table>
Troubleshooting Tips
If your cable modem does not perform as expected, these following tips may help. If you need further assistance contact WOW! Business.

- Check that your coaxial cable, power, Ethernet/USB, and modem connections are tight. If the connection becomes loose at one of these places, you will not be able to send or receive data. Secure the connection.
- Check that your cables are plugged into the correct sockets. One very common error is to plug the USB cable into the modem’s Ethernet socket. When this is done, your PC light (or equivalent) will be dark and there will be no connection between the modem and the PC. The sockets on the back of the modem are labeled; be sure that your USB cable is connected to the USB socket.
- Check to see if your modem is connected to the WOW! network. Look at your cable modem and confirm that the cable light is solid green. If the light is green and is not blinking, unplug the modem’s power cord, wait 30 seconds and then plug it back in.
- Reboot your computer. If your WOW! Internet connection is still not functioning properly proceed to next step.
- Please call WOW! technical support at 1-888-969-4249.

Advanced Modem Troubleshooting (Phone Modem)
What if my Internet connection is not working?
If your Internet connection is not working and you also have WOW! Cable and/or WOW! Phone, please check your other services to see if they are working. If they are also not working then there may be a cable outage in your area. Please contact WOW! Business at 1-888-969-4249.

What should I do if my cable TV is working but my Internet is not and I have the WOW! Advanced Modem for phone?
If your cable television service from WOW! is working and your Internet (and phone) service is not, you may need to reset your Advanced Modem. See question “How do I reset the Advanced Modem?” below.

How do I reset the Advanced Modem?
To reset the Advanced Modem, press the recessed reset button with a toothpick, pen tip or other pointed non-metallic object the back of the Advanced Modem. Once the online light is on solid, connectivity to the network has been restored.

What is the Standby button on the Advanced Modem?
The Standby button may be used to disconnect your computer from the Internet when not in use (standby mode enabled). Pressing the button again will reconnect your computer to the Internet (standby mode disabled). The Standby button has no effect before the modem has registered on our network. The current standby mode setting is stored on non-volatile memory. If the Advanced Modem is reset or loses power, it returns to its previous state. The Standby button will not affect the telephone service.
How to register for online bill pay
Go to www.wowway.biz and click on the “Login” in the upper right hand corner.

Select “Bill Pay Account”
Click on “Register Now”

Enter your WOW! account number and the phone number that is associated with your account. Your account number is located on your installation work order (Figure 1). Click “submit”.

Figure 1
Continue to the User Information screen. (Figure 2) In the User Name field you will create the primary WOW! Internet email address associated with this account. For example, if you choose JohnDoe1234, your main WOW! Internet email address will be JohnDoe1234@wowway.biz. If the user name is already in use, you will be prompted to select a different user name. Your user name must be at least four characters.

Your password must be at least eight characters. You will also need to choose a security question that you will be prompted to answer if you forget your user name or password. Your answer is case sensitive.
**WOW! Email**

Go to www.wowway.biz and click on the “Login” in the upper right hand corner.

Select “Webmail”
WebMail
WOW! Business WebMail is an online email client which runs in your web browser. WOW! Business WebMail allows you to access your email, contact list, and calendar from any computer with an internet connection and a web browser.

Login
1. Enter your full email address
2. Enter your email password
3. Click the “Login” button to access WebMail.

WOW! Business WebMail Main Screen
The Main Screen allows you to navigate through a Main Menu, access Quick Links and view Statistics.
Import/Export Contacts
In order to import or export contacts click on the “Import/Export” button from the secondary menu.

You will be prompted with the following form:

You may toggle among the tabs on top of the form depending whether you want to import or export contacts.

To import contacts:
1. Choose an address book from the drop down menu. This address book will be the one that you will import the contacts into.
2. Choose a file format from the drop down menu.
3. Choose an “input character set” from the drop down menu.
4. Click “Browse” to locate the file that you want to import.
5. Click “Import” to import the file.
   • Click “Close” to exit the “Import/Export” form.
To export contacts:

1. Choose an address book from the drop down menu. This address book will be the one that you will import the contacts into.
2. Choose a file format from the drop down menu.
3. Choose an “output character set” from the drop down menu.
4. Click “Export” to export the file.
   • Click “Close” to exit the “Import/Export” form.

Mobile

Mobile is divided into two sections:
1. “SyncSuite” which enables you to download SyncSuite services which allow wireless data synchronization of Contacts and Calendars between multiple devices. Updating data on one device will lead to all devices being updated with the changes.
2. “Mobile Email” which allows you to forward your email address to either a mobile device or another email account.

SyncSuite is only available with Collaborative Services.

1) SyncSuite

There are 4 SyncSuite clients to download:
1. SyncJe for RIM Blackberry
2. SyncJe for Outlook
3. SyncJe for Outlook Express
4. SyncJe for SyncML enabled wireless devices
   • Click “Download” to download the application Click “Install Instructions” for detailed instruction on installing the application Click “Help File” for a guide on how to use these applications
   • Click on “Install Instructions” for guidance regarding installation.
   • Click on “Help Files” for help regarding SyncSuite.
2) Mobile Email
Allows you to forward your email address to receive mail on your mobile device or alternative email address.

Set Email Forwarding
1. Enter the email address you wish to forward your email account to.
2. Check “Keep a copy of forwarded mail in my inbox,” if you wish to retain a copy of the mail in your email box.
3. Click “Save.”

If you set forwarding in this section, it will auto update in Preferences section so that you will not have to update forwarding elsewhere in WebMail.

Outlook Express Email
This section contains information that will assist you in configuring Microsoft Outlook Express for use with WOW! Business Internet.

Outlook Express is Microsoft’s mail and news program that will allow you to exchange email messages and read and post messages to Internet newsgroups. Follow the instructions below to set up this program for use with WOW! Business Internet.

Configuring Outlook Express Mail
To Configure Outlook Express to access your WOW! Business Internet email accounts, launch Outlook Express by clicking Tools, Mail and News, Read Mail from the Internet Explorer Browser menu bar, or double-click the Outlook Express icon on your desktop or in your Programs menu.

Internet Accounts
To begin the setup procedure, click Tools, Accounts on the Outlook Express menu bar. When the Internet Accounts window appears, click Add and select Mail (see Figure 3.9).

Your Name
Outlook Express will launch a “wizard” that will guide you through the configuration of your email account. The first screen (see Figure 3.10) allows you to specify your real (full) name:
**POP and SMTP Servers**

A POP (Post Office Protocol) server is a computer that receives and stores your incoming email messages. The server allows you to retrieve these messages. A SMTP (Simple Mail Transfer Protocol) server is a computer that accepts outgoing messages from your email software and delivers them to the appropriate computers on the Internet. Locate the text fields for these servers (see Figure 3.11) and enter them as shown below:

![Internet Connection Wizard](image)

**Figure 3.11: Entering server mail names**

Make sure to set up your incoming mail server type to POP3 and enter pop.wowway.biz in the incoming mail server field and smtp.wowway.biz in the outgoing mail server field. Click Next.
Account Username and Password
Before the WOW! mail server will allow you to send or receive email, you must provide it with the username and password for the mailbox you are accessing. The Internet mail logon step (see Figure 3.12) is where you enter the Username and Password for the mailbox you are configuring (your Primary Account Username and Password if setting up your primary mailbox, or the Username and Password you specified when creating an additional mailbox).

![Internet mail logon](image)

Figure 3.12: Internet mail logon

NOTE: You may prefer to leave the Remember password option unchecked if you share a computer with several users and you want to maintain the privacy of your mail. If you select that option you can check email in the future without having to enter your password again.

Click Next when you’ve entered these items (see Figure 3.13).

![Internet Accounts dialog](image)

Figure 3.13: Internet Accounts dialog

Click “Finish” to complete the email account wizard. You will notice that an entry is now shown in Internet Accounts for your WOW! email account, similar to the next screen. Repeat this process if you have created additional sub-accounts.
Welcome to WOW! Business Phone. On the following pages, you will find useful information on how to use your WOW! Business Phone service.

**WOW! Business Phone Features**

**Call Waiting**
Call Waiting alerts you another caller is trying to reach you when you are already on a call. When a second call comes in, the caller hears normal ringing while you hear a special tone.

**To answer a second call:**
Press and quickly release the “receiver” or “flash” button on your phone. While you talk with one caller, the other caller is automatically put on hold. Each conversation is private.

**To alternate between calls:**
Press and quickly release the “receiver” or “flash” button again to return to the first call.

**To end either call:**
Hang up and your phone will ring right away. When you answer it, you will be connected with the other call.

**To cancel Call Waiting:**
Dial *70, wait for a dial tone and dial the telephone number of the party you wish to call. Call Waiting will be canceled for the duration of the call. You must do this each time you wish to cancel call waiting.

**Call Forwarding**
The Call Forwarding feature will direct a call to the number the user dictates - this destination number can be changed each time Call Forwarding is set. To activate, dial *72. Dial the number you want to forward your calls to. When someone at that number answers, Call Forwarding is activated. If no one answers or the line is busy, press the receiver button for one second and repeat the steps listed above within two minutes. When you hear two beeps, Call Forwarding has been activated. To deactivate, dial *73. You’ll hear two short tones followed by the dial tone.

**Call Forward Remote Activation**
This feature allows the user to activate call forwarding on your business line from any phone line.

**First Use:** Before using this for the first time, you must change your Call Forwarding Remote Access password. The default password is 2372. This must be completed from the telephone line that the feature is assigned to.

To change your pin:
1. Dial *53
2. Listen to the prompts, then enter *71# for the feature access code of the feature you wish to change.
3. Enter the default password followed by # when prompted
4. Enter your new password number followed by # when prompted
5. Enter your new password again followed by # when prompted
6. You will get confirmation that you updated your password. This completes the change password process and you may now use the Call Forwarding Remote Access feature.
To Use:
1. Dial the local access number to access the feature.
2. You will be prompted for your 10 digit phone and 4 digit password. This should be entered as a continuous 14 digit string. Enter # when finished entering. Make sure you use the password you selected when setting this up for first use. (If you have not changed your password from the telephone line this feature is assigned to, you will get an error message instructing you to do this.)
3. You will then be prompted for the *72 or *73 and # to activate or deactivate the feature. If you are deactivating, this process is complete. (*72=activate, *73=deactivate)
4. If you enter the activation code, you will be prompted to enter the number you wish to forward your calls to. Enter the forward to phone and then pound # to complete. You are now finished activating your call forwarding remotely.
5. User must also have the Call Forward feature for this to work.

Access numbers:
Naperville 630-219-6246 Troy 248-439-6246 Evansville 812-491-0000
Berea 440-973-4970 Columbus 614-396-6246

3-Way Calling
This feature permits a 3-Way conference call. To use three-way calling, place the person you're talking with on hold by pressing the “receiver” or the “flash” button for one second. A dial tone will follow. Call the second person. When you get an answer, press the “receiver” or “flash” button briefly again. All three of you will be connected. When either of the people you called hangs up, you remain connected to the other person. As center of the conference, if you hang up, the conference ends.

Call Return
Use Call Return to automatically dial your last incoming call, whether the call was answered or unanswered. Also known as Automatic Callback. To activate, dial *69 and listen for a recording of the last number that was called. To call that number, dial 1 as instructed by the recording or hang up if you decide not to place the call.

Speed Call 30
Speed Call-30 allows you to store up to 30 numbers for abbreviated dialing. Be sure to keep a list of the numbers you enter, and their codes near your phone.

To add a number to your list
1. Obtain dial tone on controlling telephone number.
2. Press *75.
3. Listen for the dial tone.
4. Dial the two-digit code (20 through 49) you wish to assign.
5. Then dial the telephone number you wish to enter.
6. Two short tones confirm your request.

To change a number on your list
1. Repeat steps 1-3 above.
2. Dial the code of the number you wish to change. Then dial the new number.

To place a call with Speed Call
1. Obtain dial tone
2. Dial one of your Speed Call codes. (20 through 49) Then Press # (Touch-tone customers only).

After a short wait, your call will go through.
Call Transfer
Call Transfer allows you to transfer an active call to another phone number while on
the call.
1. While on a call ask the party to whom you are speaking to hold.
2. Press the flash hook or link button on your phone.
3. Wait for dial tone then dial the number you want to transfer to.
4. You may hang up for a "blind transfer" or you may wait for the 3rd party to answer for a
   "supervised transfer."
5. For a supervised transfer, you may wait for the 3rd party to answer, announce the call
   and press the flash hook again. All three parties will now be connected.
6. You may hang up at any time and the other two parties will remain connected.

Multi-Ring
Multi-Ring allows you to have two phone numbers ring in on one phone line. Only the
primary TN will be displayed on outbound Caller ID

Distinctive Ringing
Distinctive Ringing adds a distinctive ring tone to a secondary directory number (SDN)
of a Multi-Ring line. Fax machines can be programmed to answer only on a distinctive
ring so customers can use one line for both fax and voice service.

Directory Number Hunt
Directory Number Hunt allows multiple calls to be completed to one dialed
telephone number to minimize busy signals. An account must have two or more lines
provisioned for this feature to work. Call Waiting and Call Forward Busy cannot be
activated when this feature is in use.
1. When the first line of the group (pilot number) is dialed and that line is busy, the call will
   ring to the next number assigned to the group.
2. Calls to the pilot will continue to “hunt” for the next available line in a sequential order
   until an open line is found for the call to ring in to.
3. If all lines in the group are occupied, the caller will get a busy signal.

Call Forward Busy
Call Forward Busy will forward calls to a predetermined number when the dialed
number is busy. Call Waiting and Directory Number Hunt cannot be activated when
this feature is in use.
1. The destination number must be a working telephone number set up with WOW! in
   advance.
2. Long distance charges will apply if calls are forwarded to a number outside of the local
calling area.
3. To have this feature deactivated, please contact WOW!

Call Forward No-Answer
Call Forward No-Answer will forward calls to a predetermined number when the
dialed number is not answered.
1. The destination number must be a working telephone number set up with WOW! in advance.
2. Long distance charges will apply if calls are forwarded to a number outside of the local
calling area.
3. To have this feature deactivated, please contact WOW!

Validated Personal Account Code
A Validated Personal Account Code requires you to dial an account code from your
predefined list when placing a long distance call. Personal Account Codes can be 2,
3, 4 or 5 digits in length but all codes on a list must be the same numbers of digits.
Personal Account Codes allow for call activity management throughout an office.
1. Customer dials long distance call as normal.
2. After the last digit is dialed a tone will sound prompting the customer to dial a valid code.
3. If a valid code is dialed the call will complete as normal.
4. If dialed code is invalid the caller will receive a fast busy signal.
5. Some businesses such as law firms use this feature to bill their clients for time spent on the phone with them.

**Caller ID**
Caller ID allows you to see who’s calling before you answer the phone. After the first ring, the information of the person calling you automatically appears on your Caller ID screen.
1. If you see “Private” or “P”, the caller may have blocked the display of their name and number by pressing *67 before placing the call.
2. If you see “unknown name”, “unknown number”, “out of area” or “O”, the caller is in an area that does not support Caller ID.
3. You must have a Caller ID display telephone or an add-on display unit to enable Caller ID.

**Caller ID for Call Waiting**
Caller ID for Call Waiting allows you to see who is trying to reach you while you’re on another call. It displays in the same way you would see an identifier for a caller if the phone were not being used.

**Alternate Caller ID**
Alternate Caller ID is used to keep others from looking at their Caller ID and calling back a number designated for outbound calling that may not be answered or forwarded to an answering service after hours. Any of your lines can now show the name and number of another line when placing an outbound call. This feature is set up by WOW! and can only be changed by contacting WOW! The alternate number must also be an active number at the same address as your WOW! account.

**Repeat Dialing**
This feature also known as Auto Busy Redial keeps redialing a busy phone number and notifies you when the line is free with a distinctive ring.
1. After reaching a busy signal, hang up, lift the handset and listen for the normal dial tone. Press *66. You will hear an announcement telling you how to proceed. Hang up. Your line will keep trying to reach the busy line for up to 30 minutes. When the line becomes free, a special ring (short-short-long ring pattern) will notify you. When you hear the special ring, lift the handset to automatically place the call.
2. To cancel: Lift the handset and listen for the normal dial tone. Press *86. Listen for a confirmation announcement indication that you have canceled all of your requests to call persons back. Hang up.
3. Feature will be difficult to activate in a PBX environment where the user can not direct select a particular line

**Selective Call Rejection**
Selective Call Rejection allows you to screen calls from up to 12 numbers that you specify. Selective Call Rejection cannot be used with cell phones, pay phones or virtual numbers.

**To activate or deactivate Selective Call Rejection:**
1. Listen for dial tone
2. Dial *60
3. Listen to the ON/OFF announcement
4. To turn the feature ON or OFF, press 3

**To program a number:**
1. Listen for a dial tone
2. Dial *60
3. Press #
4. Wait for tone
5. Enter the selected phone number
6. Press # again
7. Hang up

To add the number of the last incoming call to the list:
1. Listen for a dial tone
2. Dial *60
3. Dial #01#

To remove or hear the phone numbers on your list:
1. Listen for a dial tone
2. Dial *60 and listen for instructions

Selective Call Forwarding
The Selective Call Forwarding feature makes sure you never miss an important call. With Selective Call Forwarding you can forward calls from a list of up to 12 phone numbers to any phone number you choose. Selective Call Forwarding cannot be used with cell phones, pay phones or virtual numbers.

To activate or deactivate Selective Call Forwarding:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement
4. To turn the service on press 3
5. To add an entry to the forwarding list press #
6. To remove one or more entries from the forwarding list press *
7. To hear entries on the forwarding list press 1
8. To repeat instructions dial 0

To turn the Selective Call Forwarding feature ON for the first time:
1. Listen for a dial tone
2. Dial *63
3. Press 3 and then add the phone number that you would like your selected phone numbers forwarded to. You will need to add the destination phone number and the specific selected phone numbers to your forwarding list. See details below.

To add the destination phone number you want your calls forwarded to:
1. Listen for a dial tone
2. Dial *63
3. Press 3
4. Enter the destination phone number you would like your calls forwarded to
5. Press # and the announcement will list the new phone number that your selected calls are being forwarded to
6. Press 1 to confirm the new destination phone number
7. If you want to turn the service ON, follow prompts or instructions below to add a phone number to your forwarding list
8. If you want to keep the feature OFF, hang up

To change the destination phone number you want your calls forwarded to:
1. Listen for a dial tone
2. Dial *63
3. Press 3 and the announcement will list the phone number that your selected calls are being forwarded to
4. Press 0 to change the phone number you would like your select calls forwarded to
5. Enter the new destination phone number
6. Press # and the announcement will list the new phone number that your selected calls are being forwarded to
7. Press 1 to confirm the new destination phone number
8. When finished, hang up

To remove the destination phone number you want your calls forwarded to:
It is not possible to completely remove the destination phone number once the Selective Call Forwarding feature has been activated. As long as Selective Call Forwarding is OFF, selected phone numbers will not be forwarded to the last stored destination phone number. The system will still store the last destination phone number should you decide to turn the feature back on at a later date.

To add a specific phone number to your forwarded list with Selective Call Forwarding OFF:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement. The announcement will indicate how many phone numbers are on your list
4. Press # to add an entry
5. Enter the selected phone number you wish to add to your forwarding list
6. Press # again
7. The system will confirm the phone number and add it to your forwarding list
8. If you would like to add another phone number press # and enter the next phone number followed by#
9. If you do not want to add more entries, hang up

To add the phone number of the last incoming call to your forwarded list with Selective Call Forwarding OFF:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement
4. The announcement will indicate how many phone numbers are on your forwarding list
5. Dial #01#
6. The system will confirm the last phone number received and add it to your forwarding list
7. If you would like to add another phone number press # and enter the next phone number followed by#
8. If you do not want to add more entries, hang up

To add a specific phone number to your forwarded list with Selective Call Forwarding already ON:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement. The announcement will indicate how many phone numbers are on your list
4. Press 1
5. Press # to add an entry
6. Enter the selected phone number to be added to your forwarding list
7. Press # again
8. The system will confirm the phone number and add it to your forwarding list
9. If you would like to add another phone number press # and enter the next phone number followed by#
10. If you do not want to add more entries, hang up

To add the phone number of the last incoming call to your forwarded list with Selective Call Forwarding already ON:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement
4. The announcement will indicate how many phone numbers are on your forwarding list
5. Press 1
6. Dial #01#
7. The system will confirm the last phone number received and add it to your forwarding list
8. If you would like to add another phone number press # and enter the next phone number
followed by #
9. If you do not want to add more entries, hang up

To remove a specific phone number from your forwarded list:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement
4. The announcement will indicate how many phone numbers are on your forwarding list
5. Press 1
6. Press the * key to remove one or more entries
7. Dial the phone number to be removed
8. Press the * key again
9. The announcement will confirm the phone number to be removed
10. When finished, hang up

To remove all phone numbers from your forwarded list:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement
4. The announcement will indicate how many phone numbers are on your forwarding list
5. Press 1
6. Dial *08 to remove all entries
7. The announcement will confirm that there are no more phone numbers on your list
8. When finished, hang up

To review all phone numbers on your forwarded list and delete one or all of the phone numbers on the list:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement
4. The announcement will indicate how many phone numbers are on your forwarded list
5. Press 1
6. The announcement will indicate how many phone numbers are on your forwarded list again
7. The system will repeat all numbers on your list
8. If you would like to delete a specific phone number from your list at this time dial 07 after hearing the entry and the system will confirm the phone number was removed and continue listing phone numbers
9. If you would like to delete all phone numbers from your list you may dial 08 at any time
10. When finished, hang up

To turn the Selective Call Forwarding feature OFF:
1. Listen for a dial tone
2. Dial *63
3. Listen to the ON/OFF announcement
4. Press 1
5. Press 3
6. The system will announce that Selective Call Forwarding is now off
7. When finished, hang up

To turn the Selective Call Forwarding feature back ON:
1. Listen for a dial tone
2. Dial *63
3. Press 3
4. The system will announce what destination phone number was previously set up for Call Forwarding
5. Press 1 if the phone number is correct. Selective Call Forwarding will be turned back on.
6. When finished, hang up

NOTE: Selective Call Forwarding and Call Forwarding can be available on the same line, but only one can be active at a time. The destination of your Selective Call Forwarding may be local or long distance.
**Voicemail**

Commercial Voice Mail can be purchased as a single mailbox that will answer the company’s lines or can be customized so that the caller can leave a message for up to five additional users that share the same phone number.

<table>
<thead>
<tr>
<th>Mailbox</th>
<th>Mailbox Number</th>
<th>Menu Option #</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Mailbox</td>
<td>npa-nxx-xxxx</td>
<td>0</td>
</tr>
<tr>
<td>Additional mailbox 1</td>
<td>npa-nxx-xxxx-1</td>
<td>1</td>
</tr>
<tr>
<td>Additional mailbox 2</td>
<td>npa-nxx-xxxx-2-2</td>
<td>2</td>
</tr>
<tr>
<td>Additional mailbox 3</td>
<td>npa-nxx-xxxx-3-3</td>
<td>3</td>
</tr>
<tr>
<td>Additional mailbox 4</td>
<td>npa-nxx-xxxx-4-4</td>
<td>4</td>
</tr>
<tr>
<td>Additional mailbox 5</td>
<td>npa-nxx-xxxx-5-5</td>
<td>5</td>
</tr>
<tr>
<td>Users with only 1 mailbox</td>
<td>npa-nxx-xxxx</td>
<td>None</td>
</tr>
</tbody>
</table>

(npa-nxx-xxxx = the customer’s 10 digit telephone number)

**To access your general mailbox:**
- Dial the local access phone number or *98 from your primary phone number associated with the Voice Mail.

**Voicemail Access Phone Numbers**

| Evansville       | (812) 437-2690 |

- When prompted dial the 10 digit mailbox number, (your phone number) or enter your password as directed. The default password is 1234.
- Only the general mailbox for users that order additional user mailboxes is provisioned at time of install.
- The general mailbox user has full control to add, delete, activate or deactivate additional users.
- Initial passwords for the additional mailboxes are randomly assigned when a new mailbox is created.
- After the general mailbox user creates the additional users, they may dial in to the system by dialing the local Voice Mail access number and entering their 10 digit phone number when prompted.
- VM system will then play the recorded user names followed by a prompt to dial the associated number (1, 2, 3, etc.) to access the individual mailbox.
- When user makes their selection they are then prompted for their password. The password will be given to them by the person with the general mailbox who created the additional user.
- After each user gains access to their mailbox for the first time they will go through a tutorial to help them change their password, record their name and record their personal greeting.
- A stutter dial tone on the main line notifies you of a message.
# Voicemail Access Phone Numbers

<table>
<thead>
<tr>
<th>Listen to New and Saved Messages</th>
<th>After Listening to messages</th>
</tr>
</thead>
<tbody>
<tr>
<td>press 1</td>
<td>Repeat press 1</td>
</tr>
<tr>
<td></td>
<td>Reply press 5</td>
</tr>
<tr>
<td></td>
<td>Forward press 6</td>
</tr>
<tr>
<td></td>
<td>Delete press 7</td>
</tr>
<tr>
<td></td>
<td>Save as new press 9</td>
</tr>
<tr>
<td></td>
<td>Leave as new/saved press #</td>
</tr>
<tr>
<td></td>
<td>To exit press *</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send message to another WOW! mailbox subscriber</th>
<th>Enter 10 digit phone number then #</th>
</tr>
</thead>
<tbody>
<tr>
<td>press 2</td>
<td>To exit press **</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Greetings</th>
<th>Personal Greeting press 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>press 3</td>
<td>Extended absence press 2</td>
</tr>
<tr>
<td></td>
<td>System generated / Name press 3</td>
</tr>
<tr>
<td></td>
<td>Group Greeting* press 4</td>
</tr>
<tr>
<td></td>
<td>Out of hours press 6</td>
</tr>
<tr>
<td></td>
<td>To exit press *</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personal options</th>
<th>Hands free / time saver options press 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>press 4</td>
<td>Security options press 3</td>
</tr>
<tr>
<td></td>
<td>Group mailbox options* press 4</td>
</tr>
<tr>
<td></td>
<td>Notification press 5</td>
</tr>
<tr>
<td></td>
<td>Additional press 6</td>
</tr>
<tr>
<td></td>
<td>To exit press *</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Leave mailbox and log into another</th>
<th>Enter 10 digit mailbox number then #</th>
</tr>
</thead>
<tbody>
<tr>
<td>press 7</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Help</th>
<th>Helpful Hints</th>
</tr>
</thead>
<tbody>
<tr>
<td>press 0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exit mailbox</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>press *</td>
<td></td>
</tr>
</tbody>
</table>

* Group greeting and mailbox options only appear when secondary mailboxes are ordered.
* Group greeting must be enabled to add and access secondary mailboxes.
* Secondary mailbox PIN's are automatically generated when mailbox is added by the customer.
Frequently Asked Questions

How do I set up my WOW! Voicemail service?
The first time you call into your WOW! Voicemail, you will need to call from your business phone. There are 3 different numbers you can dial to access your voicemail: *98, your business phone number or see page 69 for the local access number in your area. Once you enter the system, a tutorial will guide you through the setup of your new voicemail service. You will be prompted to create a password, record your name and record your personal greeting.

How do I get access into my WOW! Voicemail service?
From your business line, you can dial either *98, your business line phone number or the local access number for your area to enter the voicemail system. You will be required to enter your mailbox number and password from a remote location.

MAIN MENU

+ Will only return local calls.
Listen to New Messages
press 1

Listen to Other Messages
press 3

Change Personal Options
press 4

Place a Call
press 5+

Exit
press *

Options After Calling Sender
Return to Voicemail System press **

Personal Options
Manage Greeting press 1
Manage Password press 2
Record Name press 4
Manage Notification
Options press 7
Manage Message
Playback press 8

Review Other Messages
Old Messages press 1
Deleted Messages press 2
Future Messages press 3

Review New Messages
Voice Messages press 1
All Messages press 5
Old Messages press 6

My Phone Number

OR
• Dial your business phone number
  - Press *
  - Enter your password followed by the # key

OR
• *98 from your business phone service
How do I change my voicemail password?
Once in the voicemail system, you’ll select ‘Personal Options’ from the Main Menu, then ‘Change Password.’ The prompts will take you through the process of changing your password.

What if I forget my password or enter it incorrectly?
If you forget your password or if the password is entered incorrectly (up to four times) you will need to contact our Customer Care Center at 1-888-969-4249 to have it reset.

How do I change my WOW! Voicemail greeting?
Once in the voicemail system, you’ll select ‘Personal Options’ from the Main Menu, then ‘Personal Greeting,’ or ‘Other Greetings’ to change your Group Greeting. The prompts will take you through the process of changing your greeting.

How much voicemail storage space do I have with my WOW! Voicemail service?
You can store up to 30 messages (no longer than 2 minutes each) for a total of 60 minutes.

How long will I have access to my voicemail messages with the new system?
As long as you continue to re-save a message, you will have access to it for an indefinite amount of time.

Is there any way to retrieve voicemail messages that I deleted?
If a message is deleted, it can be retrieved as long as you remain in the voicemail system. Once you have logged out (hung up) of the voicemail system, your deleted messages are removed completely.

Frequently Asked Telephone Questions

How do I block 900/976 calls?
Calls to 1-900 or 1-976 phone numbers are blocked by default. WOW! will unblock access to these numbers at the customer’s request by calling 1-888-969-4249.

Does WOW! provide technical support for WOW! Phone?
Yes. WOW! provides complete support for all of our services and WOW! Phone is no different. Our friendly and professional customer service representatives may be reached by calling 1-888-969-4249.

Do I have to keep the WOW! Advanced Modem in a specific location?
With commercial installations where the customer has both phone and Internet, the Advanced Modem will usually be installed at a centralized demarcation point where all of the internal phone wiring terminates and will be mounted to the wall. The WOW! technician will determine the best place to install the Advanced Modem.

Will my fax machine work with WOW! Phone?
Yes. Fax machines will work with WOW! Phone as long as they are set to tone dialing.

Will my answering machine work with WOW! Phone?
Yes. Answering machines will work with WOW! Phone. However, you may want to opt for WOW! Voicemail Service. WOW! Voicemail Service will answer all of the lines in your hunt group when they are not answered or busy.

Will my dial-up Internet service work with WOW! Phone?
WOW! Phone will work with dial-up Internet service. However, WOW! Business Solutions offers several options for high-speed Internet service.

Will I be provided with a detailed breakdown of my call activity with WOW! Phone?
Yes. For Directory Assistance or Operator Services, you will see the call detail on your monthly statement from WOW!. To see all call records, including free calls, please check your statement online at www.wowway.biz.
What if my phone is not working?
If your phone is not working and you also have WOW! Internet and/or WOW! Cable, please check your other services to see if they are working. If they are also not working, then there may be a cable outage in your area. Please contact WOW! at 1-888-969-4249.

What should I do if my WOW! Cable TV is working but my phone is not?
If your cable television service from WOW! is working and your phone service is not, please check the following:
- Make sure all phones are hung up properly.
- If you are using a remote or powered phone, check the power or battery status of your phone(s).
- Check the telephone cables to ensure they are connected tightly and the cables are not cracked or broken.

What if I cannot place station-to-station calls from my key system or PBX?
1. Contact your vendor that maintains your equipment.
2. If your equipment is working correctly call WOW! for further assistance.

What happens if I reset the Advanced Modem?
If you reset the Advanced Modem you will lose connectivity to the Internet and phone service while the modem reconnects with the WOW! network. This means that if you are using your phone while trying to reset the modem, your phone call will be disconnected.

What is a non-published phone number?
A non-published telephone number is not listed in the phone book or with directory assistance.

What is a non-listed phone number?
A non-listed telephone number is not listed in the phone book, but it is listed with directory assistance.
911 Information

What is the difference between 911 and E911 service?
Basic 911 service simply connects the caller to a local Public Safety Answering Point (PSAP). Although the call is connected to a dispatcher, the dispatcher may not have all of the caller’s information such as name or address. Enhanced 911 (E911) provides a data stream along with the call so that when a customer is connected to a PSAP, the dispatcher has the caller’s name and address for faster response. Similar to major phone companies, WOW! Phone provides our users with E911 service.

Does WOW! Phone support E911?
WOW! Phone provides customers with E911 service so that when their call is connected to the local Public Safety Answering Point (PSAP), their name and address will appear on the dispatcher’s screen.

Do I have to do anything to activate the WOW! Phone 911 service?
No! E911 service is a standard feature with WOW! Phone and included in all WOW! Phone packages. Your WOW! Phone number, name and address are provided to your local Public Safety Answering Point (PSAP) through an industry database so that if/when you call 911, you will be connected to your local PSAP immediately and the dispatcher can identify your name and address.

Is 911 active the minute my WOW! Phone service is installed?
Basic 911 service is immediately available upon installation. That is, you may place 911 calls that will be routed to your local Public Safety Answering Point (PSAP) immediately. E911, the customer data including your name and address, however, may not be immediately available. In accordance with industry standards, this information is updated after customer installation. This is so the shared industry database is populated with the most accurate information possible. Once WOW! sends the information to the industry database, it may take 24 to 48 hours for that database to update and get the information to the local Public Safety Answering Point (PSAP). This is the industry’s standard time frame for updating 911 information when a customer changes phone providers. Regardless of whether you call 911 one day or one year after your installation, it is important to always identify yourself and your address to the 911 dispatcher.

How reliable is WOW!'s 911 service?
Because WOW! manages 911 call routing and data streaming the same way as other major phone providers, our customers should not have any issues connecting with their local Public Safety Answering Point (PSAP) for 911 services. However, it is important to note that completing phone calls on WOW!'s network is contingent on power. If you are without power for more than 4 hours, you will most likely not be able to place any phone calls on the WOW! network until power is restored. The phone modems provide about four hours of back-up battery to assist with minor power outages, but similar to cordless phone, the continued use of the phone modem is reliant on a power source.

Will 911 service work if there is a power or cable outage?
Because the equipment used to support WOW! Phone in the customer’s home (advanced phone modem) relies on a power source; power outages can have an impact on your ability to place and receive calls, including 911 calls. WOW! provides battery back-up power to the advanced phone modem, which will provide an additional four hours of standby power in the event of a power outage. However, if the power outage lasts longer than the battery back up, you will be unable to place a 911 call (or any call) after the battery back up has expired (approximately four hours). Phone usage while on battery back-up power will impact the total back-up time of the battery. WOW! Phone relies on the cable network for delivering a call to the local switch. If the WOW! cable network is down, or the cable network in your home is not working, you will be unable to make or receive phone calls, regardless of whether or not there is power.
GENERAL TERMS AND CONDITIONS

The Customer (sometimes referred to as “you” or “your”) identified on the Business Customer Agreement and/or applicable Service or Work Order for the installation and delivery of WOW! cable, phone and/or Internet services (the “Service” or “Services”) agrees to be bound by the provisions of: (i) the General Terms and Conditions set forth herein (the “Agreement”); (ii) the terms and conditions set forth in the Business Customer Agreement; (iii) acceptable use or other policies adopted by WOW!; and (iv) for WOW! circuit switched phone customers, the terms and conditions of any applicable WOW! tariffs, which are available for review at www.wowway.biz, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement (collectively, the “Terms”), as the same may be adopted and amended from time to time by WOW! in accordance with the Terms and applicable law.

We refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority as “WOW!”, “we”, “us”, or “our”. In the event of a conflict between the terms and conditions of this Agreement and any authorized modification to the Business Customer Agreement, the Modification shall control.

1. Subscription to Services. WOW! offers its business cable (video), Internet and phone Services as they may exist from time to time and as more particularly described in this Agreement and the Business Customer Agreement, to Customers who establish an authorized business account (“Account”) and pay the service fees to subscribe to the Services at rates and fees more particularly described in the Business Customer Agreement or business service order form (the “Service Order”) or an applicable price list. All services are subject to the availability of necessary and suitable facilities, and WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of a service, including but not limited to equipment and system requirements. Customer, by signing or submitting electronically the Business Customer Agreement (or by using or paying for the Services), subscribes to the identified Services at the specified service locations and agrees to use the Services in compliance with the Terms, as they may be revised, restated, amended and/or supplemented from time to time. Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day Phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the “Commencement Date.” Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to this Agreement.

2. Tariffs. Notwithstanding anything to the contrary in this Agreement or the Terms, WOW! may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. WOW!’s operating affiliate, Sigecom, LLC, provides certain telephone services in the Evansville, Indiana service area to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided, which are incorporated into this Agreement by this reference, and control in the event of a conflict with any other provision of this Agreement; provided, however, said tariffs and/or price lists may be replaced, amended or changed from time to time by WOW! or any regulator with jurisdiction, and the Parties agree to be governed by all applicable regulatory orders, rules, and regulations associated with Sigecom’s provision of such Services. Sigecom, LLC also provides certain wholesale services to its affiliates in other WOW! service areas, in accordance with applicable state and federal tariffs. If WOW! voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to this Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation, withdrawal, expiration or termination. In the event that WOW! is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a minimum thirty (30) days’ prior written notice to the other party, without further liability.

3. Access to Premises and Installation of System.

A. Customer grants WOW! the right to inspect, install, replace, repair, relocate, alter, operate, remove and maintain its equipment (the “system”) in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install and provide the Services. Customer further agrees: (i) to provide WOW!’s representative with access at reasonable times to the premises to install, inspect, replace, repair, relocate, alter, operate, remove and maintain the system supplied by WOW! and, upon the termination of Service, to remove the system from the premises (it being understood that WOW!’s failure to remove its property shall not result in an abandonment of service); (ii) not to permit, allow or encourage any other provider of cable, Internet or telecommunications services to utilize any component part or portion of the system installed by WOW!; (iii) not to disturb, alter or change any of the locations of any of WOW!’s system; (iv) not to attach or connect any equipment or devices, directly or indirectly, to the system without the prior written consent of WOW!; (v) not to utilize, interfere with or cause interference with any component part or portion of the system installed by WOW! or permit any activity that would interfere with WOW!’s delivery of Services to the service location(s).
locations; (vi) to cooperate with WOW! in the installation of the system; (vii) to provide sufficient space within the premises for installation of system equipment and components; (viii) that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that WOW! assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the whole negligence of WOW!); (ix) to allow WOW!, in its discretion, to use for the provision of WOW! Services any existing wiring, conduit and/or other devises located within or installed upon the premises; and (x) to confer upon WOW! all other rights and privileges reasonably necessary or convenient for WOW!‘s safe and efficient installation, operation and maintenance of the system and for the full enjoyment and use of the rights described above. Customer agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section.


A. The Services are to be used solely for general business and commercial purposes. Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and regulations and for Customer’s use; (ii) Customer shall not sell, resell, sublicense, assign, license, sublicense, share, provide, or utilize in conjunction with or otherwise offer or make the Services available to others or to service locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means; and (iii) Customer will adhere to any WOW! policies, rules and regulations provided to Customer. Customer acknowledges that WOW! may change such policies, rules and regulations at any time.

B. Each Service Order submitted by Customer shall be subject to an engineering and system installation review by WOW!. The review will determine the extent of existing cable plant and other facilities within the premises, and whether and to what extent WOW!”s cable plant must be extended, built or upgraded in order to provide the ordered Services at the requested service location(s) within the premises. WOW! will provide Customer written notification in the event Service installation at any service location will require an additional one-time installation fee (“Custom Installation Fee”). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Service Order with respect to the affected service location(s).

C. Customer is responsible in all respects (including all payment obligations) for all use of its Account in all circumstances, including under any screen name or password by any person (a “user”), and even if incurred as the result of fraudulent or unauthorized use of the Services. WOW! may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. WOW! reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent, illegal or unauthorized use by Customer or any other user. Customer must ensure that all use of its Account complies fully with applicable laws and regulations, and the Terms, including any operating or acceptable use rules and policies that may be promulgated from time to time by WOW! Customer further acknowledges and agrees that it, and any and all breaches of the Terms, whether the breach is the result of use of the Services and/or any WOW! Equipment or software by Customer, its employees, agents, customers, guests or other users. Customer agrees to indemnify, defend and hold harmless WOW! and its affiliates, employees, officers, suppliers and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services and/or the WOW! Equipment or software or the breach of the Terms by Customer or any other user of the Services.

D. Use of the Services must respect the property rights of WOW! and others. Title and intellectual property rights to the Services are owned by WOW!, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Services without express prior written consent from WOW! and other owners of such material is prohibited.

E. WOW! shall have the right, upon reasonable prior notice and during Customer’s normal business hours, and subject to any reasonable security requirements, to audit Customer’s use of the Service, to ensure Customer’s compliance with these Terms and any applicable Business Customer Agreement. In the event that WOW!’s audit reveals that Customer’s usage of the Service exceeds Customer’s rights hereunder, or under any applicable Business Customer Agreement, WOW! may charge to Customer an amount equal to one and a half times the Service charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay WOW!’s then-current fees for such additional usage.

Any breach of this Section 4 shall be deemed a material breach of this Agreement. In the event of such material breach, WOW! shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of WOW!, and then to notify Customer of the action that WOW! has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.
5. Payment for Services. Unless otherwise agreed to in writing, Customer shall pay WOW! all service installation charges prior to the installation of Services. Customer further agrees to timely pay all charges, taxes and fees for the Service, including, but not limited to, installation/service call charges, monthly service charges, WOW! Equipment charges, measured, per call or other usage-based or separately billed charges, and the Separate Fees and Charges described in Section 6. Except as otherwise indicated herein or in the applicable Customer Agreement or Service Order(s): (i) the Separate Fees and Charges and nonrecurring charges may be changed by WOW! without notice during the Term; and (ii) recurring monthly charges for Services may be increased by WOW! in accordance with Sections 27 and 28.

6. Pricing Policy: Prices and price guarantees exclude taxes and fees, however designated (including, as applicable, regulatory, PEG and franchise fees, and regulatory recovery fees), cost recovery charges, Subscriber Line Charges, Network Line Fees, PRI charges, other carrier fees and/or access fees, surcharges, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, service call and repair charges, and measured, per call or other usage-based or separately billed charges (collectively, the “Separate Fees and Charges”). Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer’s service is earlier terminated for any reason. Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.

Taxes, Fees and Other Charges. Customer shall pay all applicable local, state or federal fees or taxes, however designated (which includes any sales, use or excise taxes, and property taxes related to Customer’s property). Customer will be responsible to pay any Service charges, payment obligations, fees and taxes that become applicable retroactively. WOW! reserves the right to invoice Customer for any payments due or owed with the Services that are posted to a bucket for governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise and PEG fees (if any), regardless of whether WOW! or its affiliates or non-affiliated carriers pay the fees directly or are required or authorized by an order, rule, or regulation of a taxing jurisdiction to collect them from or charge them to Customer. These obligations may include those imposed on WOW!, its affiliates or non-affiliated carriers by statute, order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that WOW!, its affiliates or non-affiliated carriers are required or authorized to collect from or charge to the Customer, or to pay to others in support of statutory or regulatory programs. For example, WOW! may charge its commercial phone customers a monthly regulatory recovery fee to help defray WOW!’s contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, Sigecom, LLC or other non-affiliated interconnection carrier) charge a Subscriber Line Charge (in the Evansville market) or Network Line Fee (in other WOW! markets) to offset costs associated with connecting customers to the telephone network. WOW! may also impose a separate fee to recover or offset specifically identified costs, such as programming or retransmission consent costs. These charges are not a tax, and are not government-mandated, and do not end of in the U.S. Treasury. Taxes, government-related fees and non-government mandated charges and fees may be changed at any time with or without notice. The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.

Invoices; Late Fees. Recurring service charges and fees will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges for VOD, per-per-view, international calls, directory assistance, operator assisted calls, service calls, maintenance and repairs) will be billed in the next practicable monthly billing cycle following such use. Customer must pay all monthly charges for the Services on or before the due date stated on the monthly bill. Any amounts not paid to WOW! within such period will be considered past due. Failure to pay charges invoiced may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of interest, early termination charges, late payment charges and/or service charges. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. If you make payment by check, you authorize WOW! to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), releases, or other statements on or accompanying checks or other payments accepted by WOW! and that any such notations shall have no legal effect. In the event collection activities are required, a collection charge (as determined by WOW! in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by WOW! will be paid by Customer. WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us. In the event Customer pays WOW! an amount in excess of the amount due for the current billing period cycle, Customer agrees that WOW! will apply the overpayment to the Customer’s account in the order of (i) Non-Current and (ii) Current charges in the credit memo and/or in the 30 day period constitutes Customer’s conclusive acceptance of the accuracy of the billing statement. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will WOW! be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer.
within sixty (60) days of the deduction. WOW! does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments.

7. **Third-Party Charges.** Customer may incur charges from third party service providers that are separate and apart from the amounts charged by WOW!. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet or interactive video options or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer’s sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

8. **Credit Approval and Deposits.** This Agreement is contingent upon credit verification and approval of the Customer by WOW! Customer shall provide WOW! with true and correct credit information requested by WOW!. Customer authorizes WOW! to make inquiries and to receive information about Customer’s credit history from others and to enter this information in Customer’s records and to disclose this information to appropriate third parties for reasonable business purposes. WOW!, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Any cash deposit will not, unless explicitly required by law, bear interest and shall be held by WOW! as security for payment of Customer’s charges. Customer understands and agrees that EFT’s cannot be provided solely for security purposes. EFT’s provided for security purposes will also automatically deduct the full balance due on Customer’s Account on a monthly basis. By providing a cash security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to charge against the credit card or EFT or withdraw from any security deposit or account, for: (i) the repair cost or replacement value (as determined by WOW!) of all WOW! Equipment that is not returned to WOW! under warranty within ten (10) business days after discontinuance of Service; and (ii) amounts due to WOW! for Services, fees and other charges. Customer will be refunded the balance of any cash security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer’s credit card or EFT for WOW! Equipment, if payment has been made for all amounts due on Customer’s Account and Customer returns the WOW! Equipment undamaged.

9. **Recurring Charges.** Upon Customer’s written request and WOW!’s acceptance of such request, WOW! will accept certain automatic credit card and bank account (EFT) payments for charges generated under the Agreement. By providing WOW! with a credit card or EFT number, Customer authorizes WOW! to charge the card or EFT for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) days prior notice that WOW! stop charging the credit card or EFT. Customer agrees to provide WOW! with updated credit card, EFT or alternate payment information on a timely basis prior to the expiration or termination of the credit card or EFT on file or in the event that Customer’s credit card or EFT limit is or will be insufficient to cover payment. If WOW! is unable to charge Customer’s credit card or EFT for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by WOW! WOW! may limit the option to pay by credit card or EFT to specific Services or may discontinue acceptance of credit card or EFT payments in whole or in part upon thirty (30) days prior notice to Customer. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges or damages related to any EFT or credit charge against Customer’s Account. Customer agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of a breach of this Section.

10. **Credit Allowances.** Except as provided below and subject to applicable law, in the event of complete failure of a Service due to a technical malfunction within WOW!’s control for twenty-four (24) consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. Notwithstanding the forgoing, WOW!, its parent, affiliates and subsidiaries shall have no liability for interruption of any Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER’S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW! AND ITS AFFILIATES, AGENTS AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.

11. **Exceptions to Credit Allowances.** Except as provided by applicable law, a Service interruption shall not qualify for the Credits set forth herein if such Service interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through WOW!, including, without limitation, Customer’s users; third-party network providers; any power, equipment or services provided by third parties; or an event of force majeure. In the event of any of the above, WOW! reserves the right to make the crédito adjustments set forth in this Agreement. The remedies set forth in this Section shall be Customer’s sole and exclusive remedy for any interruption in the Services, outage, unavailability, delay or other degradation in the Services or any WOW! failure to meet the objectives of the Services.

12. **Confidential Information and Privacy.**

a. All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the
foregoing, such information may be disclosed (i) to the receiving party’s employees, affiliates, suppliers and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing the Services, and technology products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, suppliers and agents to assure that they are not permitted use or disclosure); (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. Notwithstanding the foregoing, each party’s confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party’s Confidential Information; or (v) is required to be disclosed by law or regulation. “Confidential Information” means all information regarding either party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential.” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties’ communications regarding such items. The non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 13 including, but not limited to, injunctive relief.

b. WOW!’s privacy policy and Internet Privacy Information Statement apply to WOW!’s handling of Customer confidential information. In the event of a conflict between the provisions of this Section and any provision of the privacy policy or statement, the applicable provision of the privacy policy or statement shall prevail in the resolution of the conflict. A copy of WOW!’s privacy policy and Internet Privacy Information Statement is available at www.wowway.biz.

c. Customer expressly grants WOW! permission to disclose personally identifiable information relating to Customer or Customer’s Account in response to (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Customer further agrees that WOW may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

d. WOW! is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

e. Although WOW! will use commercially reasonable measures to maintain the security of the Services, WOW! assumes no responsibility for the effectiveness of these security measures provided by WOW!.

13. WOW! Equipment Installation; Loss or Damage. In order to provide Services, WOW! must install in and upon the Customer’s premises certain equipment, including, but not limited to, cabling and related splitters, cable modems, advanced modems and converters provided by WOW!, and other equipment apparatus provided by WOW! (excluding pre-existing conduit, cable and wiring and other equipment owned or purchased by Customer). WOW! will use reasonable efforts to complete any installation work as necessary to activate the service (“Activation”) for each service location, as applicable. WOW! SHALL HAVE NO LIABILITY FOR ITS DELAY IN THE ACTIVATION OF A SERVICE. Customer agrees to reimburse WOW! for any loss or damage to WOW! facilities or equipment resulting from any cause whatsoever, unless such damage or loss is due to WOW!’s sole negligence or willful misconduct. The WOW! Equipment (including internal wiring installed by WOW!) is and at all times shall remain the sole and exclusive property of WOW!, and Customer agrees that Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the equipment to the premises or otherwise. Customer will not alter, open, alter, misuse, tamper with, remove the WOW! Equipment as and where installed by WOW!, and will not remove any markings or labels from the equipment indicating WOW! (or its suppliers) ownership or serial or identity numbers. Upon termination of a Service or Services, for whatever reason, Customer acknowledges that its right to possess and use the WOW! Equipment shall likewise terminate. In such event, the WOW! Equipment shall be returned to WOW! in the same condition as when received, ordinary wear and tear accepted. Customer will be billed by WOW! for any charges relating to damages exceeding ordinary wear and tear. Customer agrees to safeguard the WOW! Equipment from loss or damage of any kind, and (except for any self installation procedures approved by WOW!) will not permit anyone other than an authorized representative of WOW! to perform any work on the WOW! Equipment. It is Customer’s responsibility to ensure that it has adequate insurance for the equipment and facilities supplied by WOW! and for the loss of or interruption in the Services.

14. Software.

a. If and to the extent Customer requires the use of software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. This license will permit such use by Customer and any person authorized by Customer to use the Account, under any password or screen name, provided that Customer shall be responsible for all use of the Account. This license will commence upon acceptance
of Customer’s subscription for the Service and will terminate immediately upon termination of the Service to Customer for any reason. Customer may not claim title to, or an ownership interest in, any software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by WOW!, including, without limitation, end-user license agreements for the software, and other software on which ownership of the software are granted to Customer other than a license to use the software under the terms expressly set forth in this Agreement. In particular, Customer must agree and adhere to the applicable Digital Content License Agreement, which applies with respect to WOW!’s provision in connection with certain features of its internet Services of certain objects including their API’s as well as images, photographs, templates, animations, video, audio, music, text and “applets”, and “online” or electronic documentation.

b. Customer is permitted to archive the software, provided that all such copies contain the same copyright notices and proprietary markings as the original software. Customer will not engage in, and will not permit, any other 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.

c. Customer will return to WOW! or destroy all software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

15. **Third Party Software.** WOW! may provide (in the form of an available download, link to another company website, a CD provided to Customer by WOW!, or otherwise) to Customer for use in connection with the Service or WOW! Equipment certain software that is owned by third parties. Customer agrees to comply with the terms and conditions of use applicable to any software or plug-ins to such software distributed or used in connection with the Service or WOW! Equipment. All such agreements are incorporated in this Agreement by reference. All end user licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all copies of all software received by you in connection with the Service or the WOW! Equipment. WOW! provides no warranty whatsoever for any such software and you agree to indemnify WOW! against and hold WOW! harmless from any claims, expenses, damages or liabilities of any kind related in any way to the download or use of any such third party software.

16. **Maintenance and Repairs.** WOW! will repair damage to or, at WOW!’s option, replace WOW! Equipment, modify software, and otherwise attempt to correct interruptions of Service, due to WOW! Equipment wear and tear or technical malfunction within WOW!’s control, at WOW!’s expense. Other repair or replacement, including charges for troubleshooting, maintenance and repairs attempted or performed by WOW! or its contractors when the trouble report results from Customer Equipment, will be at Customer’s expense. WOW! may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. Whenever possible WOW! will give Customer advance notification of such suspensions of Service or WOW! Equipment, will be at Customer’s expense. WOW! may from time to time suspend Service for routine maintenance or rearrangement for a short period of time. Whenever possible WOW! will give Customer advance notification of such suspensions of service. WOW!’s liability, if any, resulting from a Service suspension or Service outage shall be limited in accordance with Sections 11 and 12 of this Agreement. WOW! does not provide or guarantee continuous service and shall be liable for service interruption only to the extent specified in this Agreement, as described in any applicable State or Federal tariff, or in accordance with applicable law.

17. **Remote Customer Support.** As part of the Services, WOW! will provide a telephone number and email address for inquiries and remote problem support for service disruption. WOW! shall provide support directly to Customer and to Customer employees. The scope of remote support services shall be as determined by WOW! in its sole discretion from time to time. The support provided is for your use of the Services by means of the WOW! Equipment installed by or on behalf of WOW! and the software, if any, only.

18. **Customer Equipment.** Customer agrees that use of the Services requires certain equipment provided by Customer such as a personal computer, cable modem and/or an appropriate operating system (“Customer Equipment”). WOW! shall have no obligation to provide, maintain or service the Customer Equipment. The current minimum technical and other requirements for Customer Equipment (including without limitation required computer hardware) in connection with the Services are posted on our website at www.wowway.biz or on another web site about which you have been notified. These minimum requirements may be revised by us from time to time. If you proceed with the installation of or use the Service in conjunction with Customer Equipment that does not meet the minimum requirements (a “Non-Recommended Configuration”), you agree that (i) you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the cable modem, and (ii) the following limitation of liability shall apply: NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION LIMITATION CUSTOMER’S COMPUTER, PERIPHERALS, SOFTWARE OR DATA. NEITHER WOW! NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CUSTOMER EQUIPMENT FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement. Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the Services. WOW! assumes no responsibility for the condition or repair of any Customer Equipment or other equipment owned by any third party. WOW! is not responsible or liable for any loss, impairment or disruption of a Service due, in whole or in part, to a malfunction or defect in such Customer Equipment. If any Customer Equipment requires repair or reprogramming it compatible with it compatible with the Service and Customer agrees to hold harmless for or any WOW! shall not be liable for any applicable costs associated with modification or reprogramming charges. Customer further: (i) agrees to adequately repair and maintain all of the Customer Equipment and third party equipment (including any pre-existing internal wiring) so that it does not interfere with the normal
operations of the WOW!'s broadband system; (ii) agrees that it will not attach anything to the internal wiring or equipment that impairs the functionality or integrity of WOW!'s broadband system; and (iii) represents and warrants that it owns the cable, wiring (and devises connected to that wiring) and conduit currently located within and upon the premises and agrees that WOW! shall have full access to and use of such cable, wiring and conduit for the provision of WOW!'s services during the term of this Agreement.

19. **Complaint Resolution.** Customer may submit a complaint to WOW! with regard to any aspect of the Service, including the quality of the reception of video services, at any time. WOW! maintains a toll-free telephone number (1-888-969-4249) that is available 24 hours a day, 7 days a week. When a call is received regarding a service related issue, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR may if necessary schedule a service technician to visit your business. If the problem cannot be resolved by the CCR, the problem will be referred to a supervisor who will make best efforts to resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, 1-888-969-4249, in writing at WOW! Internet, Cable & Phone, Attn: VP of Business Solutions 6045 Wedeking Avenue, Evansville, Indiana 47715 or by emailing us from the “Contact Us” section on www.wowway.biz WOW!’s policy is to reply to an escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!. If Customer is dissatisfied with WOW!’s handling of a complaint, Customer can also contact the local or state franchising authority. Information regarding Customer’s local or state franchising authority can be found on Customer’s monthly billing statement, or by calling 1-888-969-4249. Our Illinois customers also have the right to request mediation and to review in a court of competent jurisdiction. Our Michigan customers can file a complaint with the Michigan Public Service Commission (MPSC), which provides for an informal mediation process.

20. **General Warranty Limitations; Limitation of Liability.** CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER’S USE IS ENTIRELY AT ITS OWN RISK. WOW!, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE “WOW! ENTITIES”) MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR ANY INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULL EXTENT POSSIBLE. WOW! SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF PROGRAMMING OR INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. WOW! MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER’S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT (“HIGH RISK ACTIVITIES”). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY Assumes THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS AN INFRINGEMENT OF ANY THIRD PARTY RIGHTS TO THE FULL EXTENT POSSIBLE, WOW! BY COPYING THEM TO ANOTHER STORAGE MEDIUM. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES, INFORMATION OR DATA. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH "FILE SHARING." CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT WOW! HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT WOW! HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON WOW! ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. EXCEPT FOR THE CREDITS SPECIFIED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW: (i) IN NO EVENT SHALL THE WOW! ENTITIES BE LIABLE FOR ANY DIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF GOODWILL OR PROFITS, WAGES, SAVINGS OR REVENUE, HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER), ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CUSTOMER’S USE OF OR INABILITY TO USE WOW! SERVICES, EQUIPMENT OR SOFTWARE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES AND ALARM MONITORING SERVICES, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, UNINTENDED SERVICE INFORMATION, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH WOW!‘S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (ii) THE CUSTOMER’S TOTAL LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT
ATTORNEYS’ FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (I) THE USE OF THE SERVICES, ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! Indemnification.

21. Limitations on WOW!’s Liability for Customer Equipment and Software. Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, and removal of the WOW! Equipment and the Services. Except for gross negligence or willful misconduct by us, the WOW! Entities shall have no liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by WOW!, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of $250. This shall be your sole remedy relating to such activity. When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. WOW! makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or otherwise billed to you on account of any problem related to your computer or other harmful feature detected on your system. If our systems or those of the WOW! Entities have detected any virus or other harmful feature detected on your system, you understand and accept the risk of the associated costs. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

WOW! does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s), for THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WOW! NOR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF OUR SERVICES. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER OR OTHER DEVICES USED IN CONNECTION WITH OUR SERVICES MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER’S OR DEVICE’S HARDWARE OR SOFTWARE. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS, CONTRACTORS OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE WOW! ENTITIES FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT.

22. Limitations on WOW!’s Liability for Third Parties. Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components and/or features of the Services, including without limitation, their services, equipment, infrastructure, or content. WOW! is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. WOW! shall not be bound by any undertaking, representation or warranty made by an agent, or employee of WOW! or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). WOW! is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Services and WOW! assumes no liability for any program or information distributed over the cable system. WOW! shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Services. The limitations of liability set forth in this Agreement apply to any acts, omissions, and negligence of WOW! and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

23. Indemnification. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (I) THE USE OF THE SERVICES,
24. **Binding Arbitration; Mediation.** UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATION OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER ANY SECTION OF THIS AGREEMENT. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) SHALL BE SHARED. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS’ FEES OR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY, OR MULTIPLIED DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. IF ANY CLAUSE WITHIN THIS ARBITRATION PROVISION (OTHER THAN THE CLASS ACTION WAIVER CLAUSE IDENTIFIED ABOVE) IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THIS ARBITRATION PROVISION, AND THE REMAINDER OF THIS ARBITRATION PROVISION WILL BE GIVEN FULL FORCE AND EFFECT. IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE ARBITRATION PROVISION WILL BE UNENFORCEABLE, AND THE DISPUTE WILL BE DECIDED BY A COURT. IN THE EVENT THIS ENTIRE ARBITRATION PROVISION 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 PROVISION, YOU AND WOW! HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. NOTWITHSTANDING THE FOREGOING, PURSUANT TO AND TO THE EXTENT REQUIRED BY THE ILLINOIS CABLE AND VIDEO CUSTOMER PROTECTION LAW (EFFECTIVE JANUARY 1, 2008), IN THE EVENT CERTAIN ISSUES WITH REGARD TO OUR CABLE SERVICE IN ILLINOIS IS NOT RESOLVED THROUGH WOW!’S INFORMAL PROCESS, A LOCAL UNIT OF GOVERNMENT OR THE CUSTOMER MAY REQUEST NONBINDING MEDIATION WITH WOW! WITH EACH PARTY TO BEAR ITS OWN COSTS OF SUCH MEDIATION. SELECTION OF THE MEDIATOR WILL BE BY MUTUAL AGREEMENT, AND PREFERENCE WILL BE GIVEN TO MEDIATION SERVICES THAT DO NOT CHARGE THE CONSUMER FOR THEIR SERVICES. IN THE EVENT THE INFORMAL PROCESS DOES NOT PRODUCE A SATISFACTORY RESULT TO THE CUSTOMER OR THE LOCAL UNIT OF GOVERNMENT, ENFORCEMENT MAY BE PURSUED IN A COURT OF COMPETENT JURISDICTION. CERTAIN COMPLAINTS FILED WITH THE MICHIGAN PUBLIC SERVICE COMMISSION (MPSC) ARE ALSO SUBJECT TO A MEDIATION AND HEARING PROCESS, AS PRESCRIBED BY THE MPSC. **25. Sole Remedies.** Customer’s sole and exclusive remedies are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply to you. In such states, THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. **26. Term and Renewal.** The term of this Agreement shall be for the period specified in the Customer Agreement or Service Order (or, if not so specified, the term shall be month to month), beginning on the Commencement Date (the “Initial Term”). This Agreement shall automatically be renewed for successive terms of the Initial Term unless either party, in its sole discretion, determines, in its sole discretion, that the Service does not conform to the requirements set forth in this Agreement, interferes with WOW!’s ability to provide the Service, or violates any laws or regulations. WOW!’S ACTIONS OR INACTION UNDER THIS SECTION SHALL NOT CONSTITUTE REVIEW OR APPROVAL OF ANY USE OF THE SERVICE OR ITS EQUIPMENT TRANSMITTED BY CUSTOMER. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER’S ACCOUNT) BY USE OF THE SERVICES. THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.
and from time to time thereafter, WOW! may modify the charges for its recurring monthly Phone and Internet Services, subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Services pricing. WOW! may modify the charges for its recurring monthly Cable services on an annual basis. All other charges (including, as applicable, taxes, fees, regulatory recovery fees, cost recovery charges, carrier fees, Subscriber Line Charges, Network Line Fees and non-recurring, optional, measured, usage-based and special service charges such as: charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls; charges for VOD, pay-per-view and other video service charges; and charges for other optional services and equipment not included in the base monthly service charge) may be modified at any time.

27. Other Permitted Changes in Rates. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government or quasi-government-imposed charges that increases the costs or other terms of WOW!’s delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by WOW! in providing the Service, Customer acknowledges and agrees that WOW! may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided WOW! notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies WOW! at least fifteen (15) days in advance of Customer’s requested termination date. Further, in the event that WOW! is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with any applicable tariff rules or policies of Service or any portion thereof, and WOW! is required under applicable law to apply those rates to Customer’s purchase of Service under this Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern WOW!s delivery of, and Customer’s use or consumption of the Service. In addition, if WOW! determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then WOW! may terminate this Agreement as to any or all of the Services and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

28. Termination. Either party may terminate this Agreement for cause if written notice via certified or registered mail is given to the other party at least thirty (30) days prior to termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty (30) day period. “Cause” is any material breach of the terms of this Agreement. Notwithstanding the forgoing, the Agreement may also be terminated by WOW! for cause without prior notice: (i) if Customer uses the Services in violation of applicable law, or WOW!’s acceptable use or other policies; (ii) in accordance with any applicable tariff on file with applicable regulatory authorities; or (iii) if WOW! determines in its sole discretion that the termination of Services and this Agreement is necessary to protect itself, its customers or the general public against acts of fraud and other unlawful activities. WOW! may also terminate this Agreement immediately without incurring any liability whatsoever if: (i) any local, state, national or international law makes it unlawful for WOW! to provide a service to Customer, or (ii) WOW! is unable to secure or maintain the necessary facilities or utilities required to provide a service to Customer. If WOW! terminates this Agreement for cause or Customer terminates this Agreement without cause, Customer shall pay early termination charges. If such termination is prior to installation of Service and after execution of this Agreement, early termination charges shall be those reasonable expenses and costs incurred by WOW! through the date of termination including but not limited to any third party cost incurred by WOW!, direct labor and materials. If such termination is after activation of Service, Customer, in addition to any unpaid sums owed for Services provided, will pay a penalty for early termination equal to its average monthly billing for all Services for the last twelve months (or the number of months for which Customer has received Services from WOW!, if less than twelve months) purchased from WOW! multiplied by the number of months remaining in the Term of this Agreement, plus any other related reasonable expenses of WOW! including, but not necessarily limited to, waived installation charges, discounts or credits or competitive contract buyout charges. Customer agrees that WOW!’s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer’s pricing for the Service will be modified to reflect WOW!’s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at 6045 Wedeking Avenue, Evansville, Indiana 47715, Attn: Business Account Services.

29. Effect of Expiration or Termination of the Agreement or a Service Order. Upon the expiration or termination of a Service Order for any reason: (i) WOW! may disconnect the applicable Service; (ii) WOW! may delete all applicable data, files, electronic messages, voicemail or other information stored on WOW!’s servers or systems; (iii) if Customer has terminated the Service Order prior to the expiration of the Service Term without cause, or if WOW! has terminated the Service Order prior to the expiration of the Service Term for cause, WOW! may assess and collect from Customer applicable termination charges (as described above in Section 29); (iv) Customer shall permit WOW! access to retrieve from the applicable service locations any and all WOW! Equipment (however, if Customer fails to permit access, or
if the retrieved WOW! Equipment has been damaged and/or destroyed other than by WOW! or its agents, normal wear and tear excepted, WOW! may invoice (or collect in accordance with Section 9) Customer for the full replacement cost of the relevant WOW! Equipment, or in the event of minor damage to the retrieved WOW! Equipment, the cost of repair, which amounts shall be immediately due and payable; and (v) if used in conjunction with the terminated Service, Customer’s right to use applicable software shall automatically terminate, and Customer shall be obligated to return the software to WOW!.

30. Price Lists, Channel Line-ups and Service Information. While we try to ensure that all prices, channel line-up, programming and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors (“Unintended Service Information”). WOW! is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers, and agents from any and all liability arising from Unintended Service Information.

31. Deletion of Customer Information. WOW! and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete Customer’s voicemail, call detail, data, email, files, or other information that is stored on WOW!‘s or its suppliers’ servers or systems. Customer understands and acknowledges that WOW! shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, email, files, or other information.

32. Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol (“IP”) addresses, e-mail addresses and web addresses. We may modify or change these numbers and addresses at any time without notice and shall in no way be required to compensate you for these changes.

33. Additional Phone Service Restrictions and Advisories. In addition to the provisions of this Agreement generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to the WOW! Phone Service.

a. PHONE SERVICE E911 ADVISORY; Limitations Affecting Access to Phone and 911 Services. WOW!‘S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF BACK-UP POWER SOURCES. WOW! PROVIDES A BATTERY BACK-UP THAT WILL LAST UP TO 8 HOURS WHEN FULLY CHARGED; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT MODEM WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES. You agree to defend, hold harmless WOW!, its officers, directors, employees, affiliates, suppliers and agents and any other service provider who furnishes services to you in connection with WOW! phone service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the phone service, including 911 dialing and/or inability of you or any third person or party or user of your service to be able to dial 911 or to access emergency service personnel and the operation of any medical monitoring device, or home security or alarm monitoring system.

b. Maintenance. From time to time, WOW! will provide scheduled and unscheduled maintenance to customer premises equipment and the WOW! network, during which time the Service, including access to E911, will not function. No prior customer notification of unscheduled maintenance will be provided, while advance customer notification of scheduled maintenance will be provided solely by posting on our website at www.wowway.biz. WOW! will make a commercially reasonable effort to schedule maintenance of an expected duration of less than two hours after 12:00 a.m. and before 5:00 a.m. local switch time. Scheduled maintenance that requires a longer duration may be scheduled to begin at 9:00 p.m. local switch time.

c. EMTA Battery. WOW! HAS PROVIDED AN ADVANCED MODEM (“EMTA”) WHICH WHEN ORIGINALLY ISSUED TO YOU PROVIDES UP TO 4 HOURS OF BATTERY BACK-UP POWER. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PERFORMANCE OF THE BATTERY BACKUP IS NOT GUARANTEED. THE BATTERY MAY NOT BE PROPERLY INSTALLED, MAY HAVE BEEN REMOVED, MAY FAIL, MAY PROVIDE POWER FOR ONLY A LIMITED TIME, OR MAY BE EXHAUSTED. IF THE BATTERY BACKUP DOES NOT PROVIDE POWER, THE SERVICES WILL NOT FUNCTION UNTIL NORMAL POWER IS RESTORED. When the “Replace Battery” light is illuminated on your EMTA, the battery is not functioning and consequently your phone service will not function in the event of a power outage. When the “Battery Low” light is illuminated, the battery is functioning.
but will provide less than four hours of power back-up in the event of a power outage. IT IS YOUR RESPONSIBILITY ALONE AND NOT WOW!’S TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES “REPLACE BATTERY” OR “BATTERY LOW.” For instructions on obtaining and replacing replacement batteries, please go to www.wowway.biz or call 1-888-969-4249. AS A CONDITION TO SUBSCRIBING TO WOW! PHONE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH MONITORING YOUR BATTERY AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY.

d. Security Systems and Medical Monitoring Devices. You understand and acknowledge that WOW! Phone: (i) does not support rotary-dial telephones, DSL on the same line or any features, calling functions or certain call types not specifically listed in WOW!’s product literature; and (ii) may not support or be compatible with certain medical monitoring devices or security systems. In order to maintain any necessary alarm or medical equipment monitoring functions, Customer may be required to maintain a telephone connection through a local exchange carrier. In the event that WOW! installs and configures WOW! Phone to operate with Customer’s medical monitoring equipment or security system, Customer expressly acknowledges that: (x) Customer must, directly or with the assistance of the provider of its medical monitoring equipment or alarm monitoring services, test the functioning and compatibility of the equipment and/or alarm monitoring services with WOW! Phone; and (y) the Service has certain limitations as described herein that may affect the reliability and functionality of the medical monitoring equipment and security systems. Customer assumes all risk associated with the limitations of the Service. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST THE WOW! ENTITIES FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE WOW! ENTITIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE WOW! SERVICE.

e. Service and Feature Modifications: WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Phone, including but not limited to equipment and system requirements.

f. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

g. Directory Listings. WOW! may publish and distribute telephone directories in print, on the Internet and on CDs. Those telephone directories may include customer names, addresses and telephone numbers, without restriction as to their use. WOW! also makes customer information available at a charge through directory assistance operators. WOW! may also provide customer names, addresses and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Name, address, and telephone information in telephone directories is not currently protected by copyrights and may be sorted, packaged, repackaged and made available again in different formats by anyone. WOW! takes reasonable precautions to ensure that non-published and non-listed numbers are not included in telephone directories or directory assistance services, although WOW! does not guarantee against errors. THE AGGREGATE LIABILITY OF THE WOW! ENTITIES FOR ANY ERRORS OR OMISSIONS IN ANY DIRECTORY LISTINGS OR PUBLICATIONS (INCLUDING LIABILITY FOR FAILING TO PUBLISH A LISTING OR PUBLISHING AN “UNLISTED” LISTING) IS LIMITED TO THE AMOUNT ACTUALLY PAID TO WOW! TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTIONATE LISTING CUSTOMER IN YOUR EMATA. THE MAXIMUM LIABILITY OF THE WOW! ENTITIES FROM ANY AND ALL CLAIMS FOR DAMAGES (INCLUDING CLAIMS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT), CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS.

h. Porting of Telephone Numbers. For new phone customers, until your telephone number is ported to WOW!, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. YOU AGREE THAT, DURING THIS PORTING PROCESS, WOW! Assumes NO RESPONSIBILITY AND HAS NO LIABILITY FOR THE ACCURACY OF THE LOCAL EXCHANGE CARRIER RECORDS OR ITS ABILITY TO PROVIDE ACCESS TO 911 SERVICES.
i. **Voicemail.** Customers who subscribe to WOW! Phone with voicemail must set-up the voicemail box account within ninety (90) days of subscription. After 90 days, WOW! shall have the right to remove any unused voicemail boxes. Voicemail boxes that have been removed may be reinstated by calling WOW at 1-888-969-4249.

j. **Usage Based Charges.** Our calling plans billed as a flat monthly fee may not, depending upon the calling plan and available features, include certain call types. Rates for the Services, including separate rates for usage based charges (e.g., operator services) and per call or time-based charges (e.g., international calling and certain measured or limited use calling plans), are posted to the WOW website, www.wowway.biz. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service are subject to change. For billing purposes, a time-based call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Time-based calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party’s line rings or after a certain number of rings. If such a provider charges WOW!, its affiliates, or suppliers as if your call were answered by the called party, WOW! will charge you for a completed call. If the computed charge for a time-based call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

k. **Third Party Charges.** The Services may allow you to access “dial-up” Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

l. **Toll Free Services.** Subject to service availability, Customer may order Toll Free Services. Toll Free Services are not intended for residential use. In order to purchase and retain Toll Free Service with WOW!, Customer must have Voice Services, and must map each Toll Free telephone number (“TFN”) to a Voice Service telephone number (“Associated TN”). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to a Voice Service telephone number (“Associated TN”). If Customer terminates an Associated TN at any time during the Toll Free Services term, Customer must immediately: (1) map the applicable TFN to another Digital Voice telephone number on Customer’s WOW! account, or (2) purchase a new Digital Voice telephone number to map to the TFN. If Customer fails to take immediate action as indicated above, WOW! will disconnect the TFN. WOW! shall have no liability for loss of Toll Free Services which results from Customer failing to take immediate action as indicated above.

m. **Trunk Services.** Subject to service availability, Customer may order Trunk Services. Trunk Services are not intended for residential use. Customer expressly acknowledges and agrees that it has reviewed, understands, and agrees to the terms set forth below.

i. Customer action is essential to the protection of its employees and other users of the Trunk Services, as described below. Multi-line telephone systems, such as PBX systems, ordinarily only transmit the same, generic location information for all 911 calls placed from any handset connected to the PBX or other system. For example, in the case of a business with telephone extensions in three buildings and multiple floors in each building, the E911 call taker would only see the same main telephone number and location that the customer has identified, regardless of which station was used to place the call. If Customer does not take action as described below, fire, police and other emergency responders may be delayed or even prevented from timely reaching its location in response to a 911 call.

ii. WOW! offers the opportunity for Customers to designate up to ten different zones within their premises that would be separately identified to the E911 call taker, such as a specific floor, side of a building, or other identifying information that could assist emergency responders to more quickly reach the appropriate location. To utilize this option, Customer must in the initial or a subsequent Service Order request the assignment of Emergency Location Information numbers and provide
location information for each zone exactly as it should appear to the 911 call taker. For each zone requested, up to ten, Customer will receive a phone number that WOW! will register in the 911 database or databases with the specific location information provided by Customer. Customer is solely responsible for programming its telephone system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises.

iii. Many states now require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer acknowledges and understands that it, and not WOW!, bears sole responsibility to ensure that it identifies and complies with all such applicable laws, and any failure to do so is a breach of the Agreement. Customer represents, warrants and covenants that it will utilize the WOW! Emergency Location Information numbers described above at least to the extent required by law, and that Customer does not require the use of more than ten different location identifiers or other features not currently offered under this Agreement in order to comply with applicable laws. Customer also warrants that it does not currently have “Private Switch/Automatic Location Identification” service in connection with its existing telephone service from another provider at the location(s) for which it has ordered Trunk Services from WOW!.

iv. WOW! will post only the main billing telephone number in the 911 database or databases using Customer’s address as the Registered Location, unless Customer requests the assignment of Emergency Location Information as set forth above. Customer must notify WOW! at least five (5) days prior to moving the Trunk Service to another location. Customer acknowledges that if they move prior to providing such notice and a 911 call is placed using the Trunk Services, or if Customer when using Emergency Location Information numbers does not timely update their telephone system to account for internal moves, adds and changes, the E911 call taker may see incorrect or incomplete location information and the caller may need to confirm their actual location information to the call taker.

v. Some businesses elect to make test calls to 911 from multiple stations to verify that the 911 call taker receives the desired location information and is able to call back one or more of the telephone numbers that they receive to confirm it rings to the station from which the 911 call was placed. If Customer chooses to do so, it agrees to obtain prior approval from the relevant emergency communications center and assumes all responsibility for the placement of such calls.

vi. Customer is solely responsible for providing and maintaining working PBX equipment and handsets (Customer-Provided Equipment), notifying and training its users regarding proper use of the system in accordance with applicable, including regulatory, requirements, and for any programming to its telephone system that may be necessary to enable direct dialing of N11 numbers such as 911 or 711 and to enable calls to be connected to new area codes. Customer also acknowledges and accepts that WOW! does not support seven-digit local calling even in areas of the country that still permit that option, and Customer will program its system as necessary to support ten-digit dialing for local calls.

vii. WOW! shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of WOW! utilized in the provision of Trunk Service render any Customer-Provided Equipment or other equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

viii. Customer must arrange its Customer-Provided Equipment to provide for the interception of assigned but unused station numbers. A call intercepted by the attendant will be considered to be completed and subject to a charge for the call.

n. Trunk Service is subject to the trunk service pricing identified in the applicable Service Order. Unless otherwise stated in a Service Order, domestic long distance calls, and in-bound domestic calls to toll-free numbers associated with Trunk Services will be billed on basis of six (6) second increments with a minimum call duration of six 18 seconds. For purposes of this section, “domestic” means calls within the continental United States. Change in Regulatory Status. Customer acknowledges and understands that the WOW! phone Service uses Voice over Internet Protocol (VOIP) to transmit calls. At present, VOIP is not regulated as a “telephone” service. Important distinctions exist between regulated telephone service and the information Service offering provided by WOW!. The Service is subject to different regulatory treatment than telephone service. This treatment may, for example, limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies. The FCC and State regulators are currently reviewing the proper regulatory status of VOIP services. Customer agrees that WOW! retains the right to restate this Agreement to the extent necessary to comply with any change in or clarification to applicable law that impacts upon the Service. WOW! may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!’s ability to provide the Services herein.

34. Additional Internet Service Restrictions and Advisories. In addition to the provisions of this Agreement generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to the WOW! Internet Service.

A. WOW! Policies. Customer agrees at all times to adhere to the current WOW! policies, including its
DMCA, E-mail Retention and Internet Acceptable Use Policies (AUP), which are available for review at our website, www.wowway.biz, and are incorporated into this Agreement by this reference. Upon any violation of the AUP or other policy by Customer or another user through use of Customer’s Account, WOW! in addition to all of its other available legal or equitable remedies, may take any responsive action, including: (i) temporary or permanent removal of content, (ii) temporary or permanent blocking of websites, and/or (iii) the immediate suspension or termination of all or any portion of the Service. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that the terms of the DMCA, E-mail Retention Policy, AUP and any other applicable WOW! policies may be put into effect or revised from time to time without notice by posting a new version of the AUP or the other policy to the WOW! website at www.wowway.biz. Accordingly, you and other users of the Service should consult the AUP and all other posted policies regularly to conform to the most recent version. CUSTOMER AGREES TO: (i) INDEMNIFY, DEFEND AND HOLD HARMLESS THE WOW! ENTITIES AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CUSTOMER ENGAGING IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THE WOW! POLICIES OR RESULTING FROM CUSTOMER’S VIOLATION OF THE POLICIES RELATED TO THE SERVICE. CUSTOMER’S INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE APPLICABLE CUSTOMER SUBSCRIPTION AGREEMENT; AND (ii) ANY ADDITIONAL LIMITATIONS OF LIABILITY SET FORTH IN THE POLICIES.

B. Restriction on Use; Monitoring Service Use.

1. Customer acknowledges that the WOW! Internet service may provide its employees and other users with a connection to the Internet that may be unfiltered, and that WOW! neither controls nor assumes any responsibility for any content on the Internet or that is posted by a subscriber. All content and material accessed by you or others through the Service is accessed and used by you or such others at their own risk. Customer is solely responsible for the content that is viewed, posted or transmitted by it, its employees and other users of Customer’s Account, and agrees to indemnify, defend and hold the WOW! Entities harmless from and against any claims, liabilities, damages and expenses, including attorney’s fees, arising out of or relating to content accessed, posted or transmitted by Customer’s employees and other users through the WOW! Internet service. Customer shall ensure that each of its employees, contractors, customers, guests and other users with access to the Internet Service complies with the Terms and uses the Service only in accordance with any WOW! acceptable use or other applicable policy and all applicable laws and regulations. In all events, Customer and its users must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Customer shall use the Service, however, in a manner that is acceptable, desirable and reasonable as determined by applicable law, you access, use and disclose on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. You may upload public domain materials, but you are solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain.

2. WOW! shall have no obligation to monitor postings or transmissions made in connection with the Service, however, Customer acknowledges and agrees that WOW! and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement and WOW! policies, and as otherwise required by law or government request. WOW! reserves the right to edit, remove, request removal of, or refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in WOW!’s sole discretion, is unacceptable, undesirable or in violation of this Agreement or WOW! policies. Customer agrees that WOW! has the right to take any action WOW! deems appropriate to protect the Service, its facilities for provision of the Service, or the WOW! Equipment, including but not limited to restricting or prohibiting the posting of any material that interferes with WOW!’s ability to provide the Service.

3. You understand and agree that if you type a Uniform Resource Locator (URL) which contains a nonexistent or unassigned domain name, or enter a search term into your browser address bar, WOW! may present you with a WOW! web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN, similar error message or browser assigned query. WOW!’s provision of the web search page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive these pages from WOW!, you should follow the opt-out instructions that are available by clicking on the “About” or “Opt Out” link on the page.

4. WOW! automatically measures and monitors network performance and the performance of your Internet connection and our network. We may also monitor and record information about your computer, equipment profile or settings and the installation of software we provide. You agree to permit us to monitor your computer and equipment and to record such data, profiles and settings for the purpose of providing the Service. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of WOW! or its authorized vendors, contractors and agents. WOW! reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Customers. Should WOW! change such password(s), we will use reasonable means to notify the Customers affected, which may include notice by email and/or through notice on our website.
5. The Service is for Customer's use only at the specified service locations. Customer is specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means.

6. WOW! makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

7. Customer acknowledges and agrees that WOW! shall have the right to monitor the “bandwidth” utilization (i.e. volume of data transmitted) arising out of the Service provided hereunder at any time and on an on-going basis. In its sole discretion, WOW! may: (i) limit excessive use of bandwidth; (ii) suspend, terminate or limit a Customer's Account for excessive use of bandwidth; (iii) require Customer to upgrade Customer’s service level and pay additional fees in accordance with WOW!'s Price List; (iv) require the payment of one and a half times the Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees.

8. WOW! further reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if WOW! (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with WOW!'s ability to provide the Services to Customer or others, or (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions or policies for use.

C. Security. WOW! recommends that the Customer implement security measures such as a “firewall” to protect the Customer’s system from the hazards involved in getting connected to the Internet. Customer assumes full responsibility for any security measures relating to Customer’s connection to WOW!'s Internet Service, and Customer waives any and all claims against WOW! for such security measure issues.

D. Eavesdropping. Our facilities are used by numerous persons or entities including, without limitation, other subscribers to the Service. As a result, there is a risk that you could be subject to “eavesdropping.” This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of the Service. Any sensitive or confidential information posted, stored, transmitted or disseminated by you is done so at your sole risk, and the WOW! Entities shall have no liability whatsoever for any claims, losses, actions, suits or proceedings resulting from, arising out of or otherwise relating to such use by the Customer.

E. File Sharing. WOW! recommends that Customer leave File and Print Sharing services turned off. If Customer leaves File and Print Sharing ON, it is possible that other users can access Customer’s machine while Customer is on the Internet. Customer hereby acknowledges and agrees that the Customer assumes all risk associated with “file sharing”, and that WOW! shall have no liability whatsoever for any claims, losses, damages, actions, suits or proceedings arising out of or otherwise relating to such use by the Customer.

F. FTP/HTTP. You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer’s Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither WOW! nor its affiliates or agents shall have any liability whatsoever for any claims, losses, damages, actions, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to the Customer Equipment or other equipment of yours.

G. User Name and Address. Customer represents that the username selected by the Customer, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. Customer acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose then WOW! may immediately suspend the use of such WOW! Internet e-mail address, and Customer will indemnify and hold the WOW! Entities harmless for any claim or demand against WOW! that arises out of such selection. Customer acknowledges and agrees that WOW! shall not be liable to Customer in the event that WOW! is ordered or required, as a result of a court order or legal settlement, to desist from using or permitting the use of a particular domain name as part of a WOW! Internet e-mail address. If as a result of such action, Customer loses an e-mail address, the Customer’s sole remedy shall be the receipt of a replacement WOW! Internet e-mail address.

H. Service and Feature Modifications: WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Internet, including but not limited to equipment and system requirements.

I. Web Hosting. If Customer submits and WOW! accepts a Service Order(s) for web hosting services, the following terms shall also apply:
1. **Authorization.** By using the Services to publish, transmit or distribute material or content, Customer (i) warrants that the material or content complies with the provisions of the Agreement, (ii) authorizes WOW!, its agents, suppliers and affiliates to reproduce, publish, distribute, and display such content worldwide and (iii) warrants that Customer has the right to provide such authorization. Customer acknowledges that material posted or transmitted using the Services may be copied, republished or distributed by third parties, and agrees to indemnify, defend and hold harmless the WOW! Entities for any harm resulting from such actions.

2. **Web Site Content.** If applicable, WOW! (or its third party supplier) will host Customer’s web site in a data center in accordance with WOW!’s then-current published specifications, including, without limitation, storage levels (“Customer Web Site”). Ownership of all graphics, text, or other information or content materials supplied or furnished by Customer for incorporation into or delivery through a Customer Web Site shall remain with Customer (or the party that supplied such materials to Customer). Ownership of any software developed or modified by WOW! or its suppliers and all graphics, text, or other information or content materials supplied or furnished by WOW! or its suppliers for incorporation into a Customer Web Site shall remain with WOW! (or the party that supplied such materials to WOW!). Customer agrees to be bound by and adhere to the required Digital Content License Agreement which applies with respect to WOW!’s provision in connection with the Services of certain objects including their API’s as well as images, photographs, templates, animations, video, audio, music, text and “applets”, and “online” or electronic documentation. Customer agrees that WOW! has no proprietary, financial, or other interest in Customer’s goods or services that may be described in or offered through a Customer Web Site, and that Customer is solely responsible for content quality, performance, and all other aspects of its goods or services and the information or other content contained in or provided through a Customer Web Site. Customer assumes all responsibility for use by others of the Customer Web Site (including commercial transactions, whether completed or not).

3. **Web Site Backup and Restoration.** Customer acknowledges and agrees that (i) it is responsible for developing and maintaining procedures (apart from the Services) to protect the Customer content, including, without limitation, making appropriate backup copies of the Customer content as may be necessary for reconstruction of any data, files, informational materials, or electronic messages; and (ii) the WOW! Entities are not responsible for backup and restoration of Customer Content.

J. **Domain Name Registration.** If Customer submits and WOW! accepts a Service Order(s) for domain name registration services available from WOW! or its third party supplier, the following terms shall also apply:

1. **Registration.** At the request of Customer, WOW! (or its third party supplier) will use commercially reasonable efforts to facilitate the registration of the Customer internet domain name ("Customer Domain Name") with a domain name registration service of WOW!’s choosing, but only to the extent that Customer provides WOW! with all necessary information relevant to such registration and subject to the further terms and conditions of any third party supplier. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. WOW! does not represent that the Customer Domain Name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not WOW!, has ownership, control, and use of the Customer Domain Name. Further, Customer hereby agrees now and forever to release and to hold harmless the WOW! Entities, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from: (i) services provided to Customer by a third party domain name registration service; and/or (ii) the domain name registration service’s removal of allocation or support for the Customer Domain Name. Should Customer require modification of the Customer Domain Name or additional related services, additional charges may apply from the relevant registration service and/or from WOW! for setup of the modification or addition.

2. **Sub-Domain Name.** Should Customer be unable to register a unique domain name, WOW! may in its sole discretion grant upon Customer request and only for the term of the Service Order providing for such service, the limited, personal, and non-transferable right to specify and append a sub-domain name to WOW!’s prescribed domain name, for the sole purpose of uniquely identifying Customer’s e-mail address. WOW! does not represent that Customer’s selected sub-domain name will be available. Customer receives no right to WOW!’s domain name other than as specifically stated in this Section. Upon the termination of the applicable Service Order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name and WOW!’s domain name.

35. **Additional Cable Service Restrictions and Advisories.** In addition to the provisions of this Agreement generally applicable to all WOW! Services, the following provisions more specifically apply to Customers that subscribe to the WOW! Cable Service.

A. **Restrictions on Use.** Pay-per-view (including special programming such as sporting events), video on demand (VOD) and premium programming offered as part of the Cable service may not be distributed to commercial establishments. Customer may not order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment,
unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. In all events, Customer must identify itself as a commercial establishment when requesting any such special authorization. Customer shall not, and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter or make or manufacture any recordings or other reproductions of the Cable service or any part thereof; (ii) transmit the Cable service or any part thereof by any television or radio broadcast or by any other means or use the Cable service (or any part thereof) outside the of the service location(s). Customer acknowledges that such duplication or reproduction may subject Customer to criminal penalties under applicable copyright and/or trademark laws. Customer agrees to not move any WOW! Equipment, from another location to any service location. Customer further agrees not to undertake any activity related to the unauthorized reception of the Cable service at any service location(s). Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to the service location(s) at the time Cable service (or any part thereof) being or is to be performed therein; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable service (or any part thereof) unless Customer has obtained all necessary licenses and authorizations from the applicable copyright owners (Customer acknowledges and agrees that it shall be solely responsible for the payment of any charges or fees in connection therewith); or (iii) insert any commercial announcements into the Cable service, or interrupt any performance of the Cable service for the making of any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the service location provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits store-casting or ad-casting. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney’s fees.

B. Additional Sets. Customer agrees not to add additional sets or disturb, alter or remove any portion of the WOW! Equipment. Any unauthorized connection or other tampering with the Cable service or the WOW! Equipment shall be cause for disconnection of the applicable Service, legal action and WOW! shall be entitled to recover damages, including, but not limited to, the value of any Services illegally obtained plus reasonable collection costs including reasonable attorney’s fees.

C. Equipment. Additional equipment is required to receive certain levels of service. WOW! Basic and Digital Basic are transmitted in digital format. Therefore, Customers subscribing to a package of services that includes WOW! Basic and Digital Basic must have a WOW! Digital Receiver, or a Digital Adapter on all TVs connected to cable (including digital QAM tuner televisions). However, TVs with built-in QAM digital tuners do not need WOW! digital equipment to receive certain channels. Contact us for complete and current details, as equipment requirements are subject to change.

D. Programming Content and Changes. All programming, program services, program packages, number of channels, channel allocations and broadcast channels are subject to change in accordance with applicable law. Customer acknowledges and agrees that WOW! has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. WOW! may in its discretion make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. WOW! shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to WOW! or any other reason beyond the reasonable control of WOW! WOW! assumes no liability for any programmer’s content or information distributed over WOW’s cable system. Moreover, WOW! shall not be responsible for any products, merchandise or prizes promoted or purchased through use of the cable system.

36. Force Majeure. If WOW!’s (or any of its vendors, agents or suppliers) performance of any obligation under this Agreement is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, failure or malfunction of Customer Equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, accidents, power failure, failures of telecommunications or computer resources, a third party supplier, fuel, energy, labor or materials, national emergencies, insurrections, terrorist act, riots, wars, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then WOW! and its vendors, agents and suppliers shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. WOW! shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch. WOW! may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!’s ability to provide the Services herein.

37. Survival of Limitations. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

38. MODIFICATIONS TO THESE TERMS. WOW! MAY REVISE, AMEND OR RESTATE THESE TERMS AND
CONDITIONS FROM TIME TO TIME. IF WE ARE REQUIRED BY LAW TO GIVE YOU ADVANCE NOTICE OF A SIGNIFICANT CHANGE TO THESE TERMS REGARDING YOUR CABLE SERVICES, IT MAY BE PROVIDED ON YOUR MONTHLY BILL, AS A BILL INSERT, BY MAIL, E-MAIL, IN A NEWSPAPER, BY TRANSMISSION OVER OUR CABLE SYSTEM OR OTHER COMMUNICATION PERMITTED UNDER APPLICABLE LAW. MOREOVER, WOW! WILL NOTIFY YOU OF OTHER CHANGES TO THESE TERMS REGARDING YOUR INTERNET AND/OR PHONE SERVICES BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE WOW! WEB SITE AT HTTP://WWW.WOWWAY.BIZ (OR ANY SUCCESSOR URL(S)) AND/OR BY E-MAIL OR POSTAL MAIL. ACCORDINGLY, CUSTOMERS AND USERS OF THE WOW! SERVICES SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THESE TERMS AND CONDITIONS TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. CUSTOMER AGREES THAT ANY ONE OF THE FOREGOING METHODS OF NOTICE WILL CONSTITUTE SUFFICIENT NOTICE OF SUCH CHANGES. NOTWITHSTANDING THE FORGOING, IF WOW! MAKES A CHANGE TO THESE TERMS THAT IS MATERIAL AND ADVERSE TO CUSTOMER, CUSTOMER HAS THIRTY (30) DAYS FOLLOWING NOTICE OF THE CHANGE TO TERMINATE THE AGREEMENT WITHOUT THE IMPOSITION OF EARLY TERMINATION CHARGES. CUSTOMER’S CONTINUED RECEIPT OF SERVICES SHALL BE DEEMED ACCEPTANCE OF ANY SUCH CHANGE. WOW! AT ITS OPTION MAY AGREE NOT TO APPLY THE CHANGED TERMS TO CUSTOMER, IN WHICH CASE THE AGREEMENT IS NOT SUBJECT TO EARLY TERMINATION BY CUSTOMER.

38. Severability. The parties acknowledge that WOW! is subject to the provisions of its franchises and to the provisions of applicable federal and state laws and regulations. Any duty or promise of WOW! under this Agreement that conflicts with any provision of a franchise, or with applicable federal or state laws or regulations is to that extent void. Nonetheless, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

Miscellaneous. This Agreement, together with the Business Customer Agreement, Service Order, applicable tariffs, Acceptable Use Policy, and any other policies, rules or regulations communicated to Customer, constitute the entire agreement between Customer and WOW! and supersedes all other agreements whether written or oral, including but not limited to any advertising, brochures, proposals, representations, or understandings regarding the subject matter hereof, and shall prevail in any conflict arises. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!’s prior written consent. No approved assignment shall relieve Customer of its obligations hereunder. WOW! may assign or transfer this Agreement at any time without consent and without notice. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by WOW!, Customer also agrees to sign written assurances and other export-related documents as may be required for WOW! to comply with U.S. export regulations. Except as specifically provided herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

REVISED AND EFFECTIVE AS OF: June 25, 2012
1. WOW!’s Network Enhancement.
Channels on WOW! Basic Cable, Digital TV and Ultra TV are transmitted in digital format. Consequently, WOW! Customers subscribing WOW! Basic Cable, Digital TV and Ultra TV must have a WOW! digital equipment or an authorized CableCARD on all TVs connected to cable in order to view all of the channels in those packages. However, TVs with built-in QAM digital tuners do not need WOW! digital equipment to receive WOW! Basic Cable. Keep in mind that a Digital Adapter provides access to the WOW! Basic Cable channels, but does not allow access certain specialized features such as video on demand, pay-per-view, on-screen guide and other features. You will need a digital receiver for those specialized features. At this time, CableCARDs also do not support two-way interactive services such as video on demand, pay-per-view and the interactive program guide.

2. Complaint Procedures and Remedies.
You may submit a complaint to WOW! with regard to any aspect of our video service, including service issues, privacy concerns and/or the quality of the television signal delivered by WOW!, at any time. WOW! maintains a toll-free telephone number 1-866-496-9669 that is available 24 hours a day, 7 days a week. When you call about a service related issue, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR may if necessary schedule a service technician to visit your home. If the problem cannot be resolved by the CCR or a technician visit to your home, the problem will be referred to a supervisor who will make best efforts to resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, 1-866-496-9669, in writing at WOW! Internet, Cable & Phone, Attn: Billing Disputes, P.O. Box 63000, Colorado Springs, CO 80962-3000, or by emailing us from the “Contact Us” section on www.wowway.com. WOW!’s policy is to reply to any escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!. If Customer is dissatisfied with WOW!’s handling of a complaint, Customer can also contact the local or state franchising authority. Information regarding Customer’s local or state franchising authority can be found on Customer’s monthly billing statement, or by calling 1-866-496-9669. MOST DISPUTES THAT CANNOT BE RESOLVED INFORMALLY ARE SUBJECT TO INDIVIDUAL BINDING ARBITRATION, AT THE ELECTION OF EITHER PARTY.

Illinois. Our Illinois video services customers have the right to request mediation and to review in a court of competent jurisdiction. In the event an issue in Illinois is not resolved through WOW!’s informal process, a local unit of government or the customer may request nonbinding mediation with WOW!, with each party to bear its own costs of such mediation. Selection of the mediator will be by mutual agreement, and preference will be given to mediation services that do not charge the consumer for their services. In the event the informal process does not produce a satisfactory result to the customer or the local unit of government, enforcement may be pursued in a court of competent jurisdiction. In addition, the Illinois Cable and Video Customer Protection Law, effective January 1, 2008 (the “Illinois Cable Law”) provides for certain credits to be provided to customers in the event we fail to comply with the customer service, installation, privacy, billing and other standards provided in the Illinois Cable Law. The applicable credit will be applied to your monthly billing statement, following discovery of the violation. You do not have to request the credit.

Michigan. If you have attempted to resolve a dispute with WOW! regarding your video services and you are not satisfied with the resolution, you may file a complaint with the Michigan Public Service Commission. As part of its Dispute Resolution Process, set forth at MCL 484.3310, the commission will handle the complaint in the following manner:
(a) An attempt to resolve the dispute shall first be made through an informal resolution process. Upon receiving a complaint, the commission shall forward the complaint to the provider and attempt to informally mediate a resolution. The provider shall have 10 business days to respond and offer a resolution. If the dispute cannot be resolved through the informal process, the customer can file a formal complaint under subdivision (b).
(b) A formal complaint filed under this subdivision shall be in writing and shall state the section or sections of this act that the customer alleges the provider has violated, sufficient facts to support the allegations, and the exact relief sought from the provider. The formal complaint shall comply with the same requirements of a written complaint filed under section 203 of the Michigan Telecommunications Act, 1991 PA 179, MCL 484.2203. The complaint shall be resolved by one of the following:
(i) If the dispute involves an amount of $5,000.00 or less, the commission shall appoint a mediator within 7 business days of the date the complaint is filed. The mediator shall make recommendations for resolution within 30 days from the date of appointment. Within 10 days of the date of the mediator’s recommendations, any named party in the complaint may request a contested case as provided under subparagraph (ii).
(ii) If the dispute involves an amount greater than $5,000.00, a contested case hearing in the same manner as provided under section 203 of the Michigan Telecommunications Act, 1991 PA 179, MCL 484.2203. The Commission’s toll-free customer service number is 1-866-552-7725. Their website address is: http://www.michigan.gov/mpsc.

Ohio. If your complaint is not resolved after you have called us, you can contact the Ohio Department of Commerce at http://www.com.ohio.gov/admn/vsa or via the PUCO’s call center at 1-800-686-7826.
(Revision Date: February 8, 2012.)
WOW! CUSTOMER PRIVACY NOTICE
FOR CABLE TELEVISION, INTERNET AND PHONE SERVICES

As a subscriber to cable service or other services provided by WOW!, you are entitled under Section 631 of the Federal Cable Communications Policy Act of 1984, as amended, (the “Cable Act”) to information regarding the collection, maintenance and disclosure of personally identifiable information by cable television operators. We provide this Notice to inform you of: (1) the nature of personally identifiable information we collect and the limitations imposed by the Cable Act upon cable operators in the collection and disclosure of personally identifiable information about subscribers; (2) the nature of our use of personally identifiable information; (3) the nature, frequency and purpose of any disclosure which we may make of such information, including the types of persons to whom we may disclose the information; (4) the period during which we maintain personally identifiable information; (5) the times and place at which you may have access to your personally identifiable information; and (6) your rights under the Cable Act concerning personally identifiable information and its collection and disclosure.

Personally identifiable information is information that identifies a particular person; it does not include aggregate data that does not identify a particular person or persons.

In addition, Section 702 of the federal Telecommunications Act of 1996, as amended, (the “Telecommunications Act”) provides additional privacy protections for the following information related to phone services: (i) information about the quantity, technical configuration, type, destination, location, and amount of your use of the phone services; and (ii) information contained on your telephone bill concerning the phone services you receive. That phone information, when matched to your name, address, and telephone number is known as customer proprietary network information or CPNI for short. This notice, which includes our CPNI Policy, describes what CPNI information we obtain, how we protect it, and how it may be used.

WOW! provides IP-enabled or “VoIP” phone service in all of its operating regions. In addition, WOW! through its operating affiliate, Sigecom, LLC, provides both VoIP and traditional circuit switched phone service (“Traditional Phone”). In an Order released by the Federal Communications Commission in April 2007, the Commission modified its rules regarding CPNI, and also determined that its rules (as modified) regarding CPNI apply to VoIP services effective December 8, 2007. If you are a customer of our Traditional Phone services or (effective December 8, 2007) our VoIP phone services, you have the right, and WOW! has a duty, under the Telecommunications Act, to protect the confidentiality of CPNI. We will also honor any restrictions applied by state law, to the extent applicable. WE EXPLAIN BELOW IN GREATER DETAIL THE RULES REGARDING CPNI, AND THE CHANGES TO THE RULES THAT BECAME EFFECTIVE DECEMBER 8, 2007. THE LAW ALLOWS US TO USE YOUR CPNI FOR CERTAIN PURPOSES (EXPLAINED BELOW UNDER “GIVING OR WITHHOLDING YOUR APPROVAL FOR WOW! TO USE CPNI TO MARKET ADDITIONAL PRODUCTS AND SERVICES TO YOU”) UNLESS YOU DENY OR RESTRICT YOUR APPROVAL. WE WILL ASSUME THAT YOU APPROVE OUR USE OF CPNI FOR THE PURPOSES DESCRIBED BELOW UNLESS YOU CONTACT US TO DENY OR RESTRICT YOUR APPROVAL.

In this notice, the terms “WOW!,” “we,” “us,” or “our” refer to the operating company affiliate of WOW! Internet, Cable and Phone that owns and/or operates the cable television system in your area pursuant to a cable television franchise or other authority with the local or state franchising authority. The term “you” refers to you as a subscriber to our cable service or other services.

I. COLLECTION OF PERSONALLY IDENTIFIABLE INFORMATION AND CPNI

The Cable Act applies to personally identifiable information that you have furnished to WOW!, or that WOW! has collected using the cable system, in connection with the provision of cable service or other services. The Telecommunications Act applies to CPNI related to our regulated phone services, and certain orders of the Federal Communications Commission apply the CPNI rules to our VoIP services. This notice applies to our cable television service, our high-speed Internet service, and our phone services as provided for by applicable law and except as otherwise noted. This notice only covers information that is collected by WOW! in connection with the provision of our cable television service, our Internet service, and our phone services to you as a subscriber to one or more of these services. It does not cover information that may be collected through any other products, services, or websites, even if accessed through our services and even if co-branded with them. You should read the privacy policies for these other products, services, and websites to learn how they handle your personal information.

Purposes for which WOW! may collect personally identifiable information and CPNI

The Cable Act authorizes WOW! as a cable operator to use the cable system to collect personally identifiable information concerning any subscriber: (i) in order to obtain information necessary to render our cable service or other services to our subscribers; and (ii) to detect unauthorized reception of cable communications. The Cable Act prohibits us from using the cable system to collect personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber’s prior written or electronic consent.

The Telecommunications Act authorizes us to use, disclose, or permit access to individually identifiable CPNI in our provision of (i) the telecommunications service from which this information is derived; or (ii) services necessary to, or used in, the provision of these services, including the publishing of directories. The Telecommunications Act prohibits us from using CPNI for any purposes other than those listed above except as permitted or required by law or with your approval.
The kind of personally identifiable information and CPNI that WOW! collects

WOW! collects information from you at several different points when you initiate and use our services. Some of this information is personally identifiable information, but much of it is not. We collect certain personally identifiable information that our subscribers furnish to us in connection with the provision of cable service or other services. In order to provide reliable, high quality service to you, we keep regular business records containing information about you that may constitute personally identifiable information. These records include some, but typically not all, of the following information: (i) your name; (ii) service address; (iii) billing address; (iv) email address; (v) telephone number; (vi) driver’s license number; (vii) social security number; (viii) bank account number; (ix) credit card number; and (x) other similar account information.

With respect to phone services, examples of CPNI include information typically available from telephone-related details on your monthly bill, such as: (i) location of service; (ii) technical configuration of service; (iii) type of service; (iv) quantity of service; (v) amount of use of service; (vi) calling patterns; and (vii) other information contained on your bill for local and long distance services.

CPNI does not include your name, address, and telephone number, because the Telecommunications Act classifies that information as “subscriber list information” which is not subject to the protections applicable to CPNI. However, that information is also subject to certain protections as described below under “Disclosure of your personally identifiable information and CPNI”. We also collect and maintain certain other information about your account. For example, this information may include: (i) billing, payment, and deposit history; (ii) additional service information; (iii) customer correspondence and communications records; (iv) maintenance and complaint information; (v) records indicating the number of television sets, set-top boxes, modems, or telephones connected to our cable system; and (vi) additional information about the service options you have chosen.

Some of our services permit you to establish secondary accounts, and if you do so we collect similar information in order to establish and service the secondary accounts. During the initial provisioning of our services, and during any subsequent changes or updates to our services, WOW! may collect technical information about your top boxes, computer hardware and software, cable modems, telephones, and/or other cable or other service-related devices, and customization settings and preferences. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord’s name and address.

The kind of information we collect if you use interactive or transactional services

When you use our interactive or other transactional services such as video on demand, for example, our systems and equipment may automatically collect certain information about your use of these services. Most of this information is not personally identifiable information and it is simply used, for example, to carry out a particular request you make using your remote control, set-top box, or other equipment. This may include information required to change your television channel, review listings in an electronic program guide, pause or fast forward through certain on demand programs, or invoke a calling feature for our phone service, among other things. It may also include other information such as the time you actually use our services and the use of other features of our services, and which menus and menu screens are used most often and the time spent using them. In order to carry out a particular request you make to watch a pay-per-view program or purchase a product, service, or feature, for example, our system may collect certain personally identifiable information. This information typically consists of account and billing-related information such as the pay-per-view programs or other products, services, or features ordered so that you may be properly billed for them.

Our cable systems may also collect anonymous and/or aggregate information using set top boxes and other equipment. We use this information for programmer, advertiser and/or internal research, and to improve our services and to improve the content and service experience that subscribers receive. For example, we may use this information to determine which programs are most popular, how many people watch a program to its conclusion, and whether people are watching commercials, for example. As described below under “Use of your personally identifiable information and CPNI”, we may provide certain anonymous and/or aggregate information to third parties such as audience measurement firms, for example, who may combine it with other aggregated or non-aggregated demographic information (such as census records) to provide us with audience analysis information. We use this information to improve our cable television service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers. Some of these programs or advertisements may invite your participation, which you can accept or decline by using your program guide commands or by following any special instructions on your video screen. In addition to this privacy notice, we may provide additional notices to you regarding specific advertising or other initiatives. These notices will describe the initiatives in greater detail and may, as appropriate, contain information you can use to choose to participate, or not participate, in these initiatives.

II. USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION AND CPNI

We collect, maintain, and use personally identifiable information and CPNI as permitted by the Cable Act and the Telecommunications Act and other applicable laws. We use this information primarily to conduct business activities related to providing you with our cable service and other services, and to help us detect theft of service. Generally speaking, we use personally identifiable information in connection with: (i) billing, invoicing and credit verification; (ii) administration; (iii) surveys; (iv) collection of fees and charges; (v) marketing; (vi) service delivery and customization; (vii) maintenance and operations; (viii) technical support; (ix) hardware and software upgrades; and (x) fraud prevention.
more specifically, we also use personally identifiable information to: (i) install, configure, operate, provide, support, and maintain our cable service and other services; (ii) investigate your credit history by obtaining a credit report or other similar information and/or making inquires of account histories; (iii) confirm you are receiving the level(s) of service requested and are properly billed; (iv) identify you when changes are made to your account or services; (v) make you aware of new products or services that may be of interest to you; (vi) understand the use of, and identify improvements to, our services; (vii) detect unauthorized reception, use, or abuse of our services; (viii) determine whether there are violations of any applicable policies and terms of service; (ix) manage the network supporting our services; (x) configure cable service and other service-related devices; and (xi) comply with law.

the telecommunications act further permits wow! to use, disclose, and permit access to cpni obtained from our customers, either directly or indirectly, to: (i) initiate, render, bill, and collect for telecommunications services; (ii) protect our rights and property, and protect our users of these services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, these services; (iii) provide any anayском telemarketing, referral, or administrative services to you for the duration of the call, if you initiated the call and you approve of the use of this information to provide these services; and (iv) provide call location information concerning the user of a commercial mobile phone service. we are also permitted to use, disclose or permit access to cpni: (i) for the purpose of providing or marketing service offerings among the categories of service to which you already subscribe; (ii) in our provision of inside wiring, installation, maintenance and repair services; and (iii) to market certain services (formerly known as adjunct to basic services) such as speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller i.d., call forwarding and certain centrex features.

with respect to phone services, except as provided above, unless we obtain your approval in accordance with our policies described below under “giving or withholding your approval for wow! to use cpni to market additional products and services to you” wow! may not use cpni to market products and services to you other than the phone services.

wow! transmits, and may collect and store for a period of time, personally identifiable and non-personally identifiable information about you when you use our high-speed internet and phone services to: (i) send and receive email, video mail, and instant messages; (ii) transfer and share files; (iii) make files accessible; (iv) visit websites; (v) place or receive calls; (vi) leave and receive voice mail messages; (vii) establish custom settings or preferences; (viii) communicate with us for support; or (ix) otherwise use the services and their features.

our transmission, collection, and storage of this information is necessary to render the services. in certain situations, third-party service providers may transmit, collect, and store this information on our behalf to provide additional features. these third parties are not permitted to use your personally identifiable information except for the purpose of providing these features.

we may also combine personally identifiable information, which we collect as described in this notice as part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced database or business records. we may use this database and these business records in marketing and other activities related to our cable service and other services. we also maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires.

we may investigate your credit history by obtaining a credit report or other similar information and/or making inquires of account histories. generally, we will do this by providing your information (such as your social security number) to credit reporting agencies. when we obtain a credit report or other similar information, we maintain this information in your account file and may disclose this information to third parties for reasonable business purposes consistent with this notice.

iii. disclosure of your personally identifiable information and cpni

the cable act provisions relating to disclosure of personally identifiable information

wow! considers the personally identifiable information contained in our business records to be confidential. the cable act authorizes wow! as a cable operator to disclose personally identifiable information concerning any subscriber for the following purposes if the disclosure is: (i) necessary to render, or conduct a legitimate business activity related to, the cable service or other services provided to the subscriber; (ii) required by law or legal process (described below under “disclosure of personally identifiable information and cpni when required by law”); or (iii) of the names and addresses of subscribers for “mailing list” or other purposes (subject to each subscriber’s right to prohibit or limit this disclosure and the cpni policy described below under “wow!’s ‘do not call’ and ‘do not mail’ lists”).

the cable act prohibits us from disclosing personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber’s prior written or electronic consent.

we may disclose personally identifiable information as provided for in the cable act when it is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. these kinds of disclosures typically involve billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention, for example. we may also collect, use, and disclose information about you in non-personally identifiable or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or the nature of any transaction you have made over the cable system. the frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities.
The Cable Act authorizes WOW! as a cable operator to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for cable or non-cable “mailing list” or other purposes. From time to time we may disclose your name and address for these purposes. However, you have the right to prohibit or limit this kind of disclosure by contacting us by telephone at 1-866-496-9669 or by sending us a written request as described below under “How to contact WOW!” Any “mailing list” and related disclosures that we may make are limited by the Cable Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent of any viewing or other use by the subscriber of a cable service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over our cable system.

We may sometimes disclose personally identifiable information about you to our affiliates or to others who work for us, such as third party vendors or service providers who provide us with equipment and/or services in connection with the services that we provide to you. We may also disclose personally identifiable information about you to outside auditors, professional advisors, service providers and vendors, potential business merger, acquisition, or sale partners, and regulators. We make these disclosures as provided for in the Cable Act. Typically, we make these disclosures when the disclosure is necessary to render, or conduct a legitimate business activity related to, the cable service or other services we provide to you. We may be required by law or legal process to disclose certain personally identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel. We may also disclose certain personally identifiable information about you to third parties such as, for example, charities, marketing organizations, or other businesses, in connection with disclosures made for “mailing list” or other purposes as described above under “Disclosure of your personally identifiable information and CPNI”.

Disclosure of personally identifiable information to others in connection with phone service

WOW! may disclose to others personally identifiable information in connection with features and services such as Caller ID, 911/E911, and directory services as follows:

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll free 800, 888, 877, or 866 numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in “reverse 911” systems, or to troubleshoot 911/E911 record errors.
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the Internet, and on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use.
- We may also make subscriber names, addresses, and telephone numbers available, or cause such subscriber information to be made available, through directory assistance operators.
- We may provide subscribers’ names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services.
- Once our subscribers’ names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged and made available again in different formats by anyone.

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur. There is a fee for subscribers who choose to have non-published or unlisted numbers.

Disclosure of personally identifiable information and CPNI when required by law

We make reasonable efforts to protect subscriber privacy as described in this notice.

Nevertheless, we may be required by law to disclose personally identifiable information or individually identifiable CPNI about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant.

For subscribers to our cable television service, the Cable Act requires WOW! as a cable operator to disclose personally identifiable information to a third-party or governmental entity in response to a court order. If the court order is sought by a non-governmental entity, we are required to notify the subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the cable subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At the proceeding, the Cable Act requires the governmental entity to offer
clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case.

For subscribers to our high-speed Internet and phone services, the Cable Act requires WOW! to disclose personally identifiable information and individually identifiable CPNI to a private third party in response to a court order, and we are required to notify the subscriber of the court order. The Cable Act requires us to disclose personally identifiable information and individually identifiable CPNI about subscribers to high-speed Internet and phone services to a government entity in response to a subpoena, court order, or search warrant, for example. We are often prohibited from notifying the subscriber of any disclosure of personally identifiable information to a government entity by the terms of the subpoena, court order, or search warrant.

**WOW!’s protection of your personally identifiable information**

We follow industry-standard practices to take such actions as are necessary to prevent unauthorized access to personally identifiable information by a person other than the subscriber or us. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

**Period that WOW! maintains personally identifiable information**

WOW! maintains personally identifiable information about you in our regular business records while you are a subscriber to our cable service or other services. We also maintain this information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal, or tax purposes. If these purposes no longer apply, we will destroy the information according to our internal policies and procedures.

**IV. ADDITIONAL INTERNET PRIVACY INFORMATION**

We provide below in this Section additional information pertaining to our Internet Service and website (referred to in this Section as the “Service”).

**Provision and transmission of information**

We will not read your outgoing or incoming email, video mail, private chat, or instant messages, but we (or our third party providers) do store email messages and video mail messages on computer systems for a period of time. We could be required to disclose these messages or be required to store these messages for an extended period and communications along with other personally identifiable information about you to comply with law or to protect our Service as described in this WOW! Customer Privacy Notice. We also monitor the performance of our Service and your service connection in order to manage, maintain, and improve the Service and your connection to it. We (or our third party providers) use tools to help prevent and block “spam” emails, viruses, spyware, and other harmful or unwanted communications and programs on the Service. These tools may automatically scan your emails, video mails, instant messages, file attachments, and other files and communications in order to help us protect you and the Service against these harmful or unwanted communications and programs. However, these tools do not collect or disclose personally identifiable information about you. You should also be aware that any personally identifiable information you provide in forums, chat areas, instant message services, or bulletin boards may be read, collected, and used by others who access those services. We are not responsible for any personally identifiable information you choose to submit in forums, chat areas, instant message services, bulletin boards, or any other publicly accessible service or website.

**Third party advertisers**

We may use or partner with a third party advertising company (or companies) who may use cookies, web beacons, or other technologies to deliver or facilitate delivery of advertisements about goods and services tailored to interests you have shown by browsing on the WOW! and other websites you have visited. It also helps determine whether you have seen a particular advertisement before in order to avoid sending you duplicate advertisements. In doing so, the advertising company collects non-personally identifiable information such as your browser type, your operating system, web pages visited, time of visits, content viewed, ads viewed, and other click stream data. To the extent WOW! engages in this type of advertising, you will be given the ability to “opt-out.”

The use of cookies, web beacons, or similar technologies by these third party advertising companies is also subject to their own privacy policies.

**Software and configuration**

You have the choice to provide any information to a support representative, and you have the ability to confirm your decision before sending any information to our systems. The information collected by our support team is limited to any emails you send or discussions you have during a live support session. This information is available only to authorized personnel for maintaining and supporting the use of the Service. WOW! also provides customer contact and support pages on the Service that you can use to communicate with WOW! about technical support.

WOW! uses the information provided by you on these pages to support your use of the Service WOW! may also offer or provide software directly or though third parties for your use in connection with the Service. For example, we may provide software you can use for security, search, parental controls, digital photographs, gaming, instant messaging, and video emails. These programs may be subject to their own terms of service.
and other policies. You should carefully read their terms and policies to understand how they may use personally identifiable information about you.

In certain cases, at your request or with or without prior notice to you, WOW! may configure your Service or Service-related equipment to resolve a technical support issue or otherwise render or deliver the Service. WOW! may perform these configurations remotely over the cable network and/or the Internet.

Preferences
We store information that you provide to personalize your settings on the Service so that you don’t have to change these settings each time you use the Service. We do not share your preferences with third parties except for service providers or other third parties who may provide certain components of the Service.

Cookies
Cookies are small files stored on a computer’s hard drive to simplify and improve a user’s Web experience. A website may store information in a cookie about your computer configuration so that it can more efficiently provide information to you the next time you visit the site. Or, your browser program might save a cookie with your username and password so that a website’s server will automatically recognize you the next time you access the site.

WOW! uses cookies, among other things, to remember your username and password, if you choose to store them, from the home page of the Service at www.wowway.com, as well as to remember some of your personalization preferences and Service plan features. WOW! does not store your name or other personal information in cookies.

Some of our business relationships are with vendors who may use cookies. For example, search engines or network advertising providers, or in connection with the vendor’s own advertisers and other business partners. However, we have no access to or control over these cookies. For more information about how these vendors and their business partners use cookies, and how you may be able to “opt-out” of those cookies, read the privacy policy that applies to each vendor’s website. This policy covers the use of cookies by WOW! on the www.wowway.com website only; it does not cover the use of cookies by any other party or website unless stated otherwise.

Log files and website and email management
Like many websites, WOW!’s website servers use log files. These logs record aggregate (non-personally identifiable) information about site usage such as Internet protocol (IP) addresses, browser types, Internet service providers, referring/exit pages, pages accessed, platform types, date/time stamps, times of use, and numbers of clicks, for example. This information is necessary to analyze trends, administer the Service’s website, balance web traffic, evaluate users’ electronic browsing in the aggregate, and gather broad demographic information for aggregate use. We do not link IP addresses to personally identifiable information except as may be required to comply with law and as described in this WOW! Customer Privacy Notice.

We use a software technology called Web Bugs (also known as Web Beacons/clear gifs) with the log files for the Service’s website www.wowway.com. These Web Bugs are usually 1 by 1 pixel invisible images on our website’s pages. When a user visits one of these Web pages, the user’s browser contacts our Web servers and creates an entry in the log for the website www.wowway.com. These entries do not use personally identifiable information and they provide us with more accurate website visit and session information in the log files. We also use clear gifs on the Service’s website to help format graphic elements.

We (or our third party providers) also use clear gifs in some of the emails that we send to you as described in this Policy. These clear gifs (also known as email sensors) are small invisible images included in HTML-based emails. These clear gifs have two functions. First, they determine whether an email recipient has opened a particular email. This helps us improve the wording of subject lines and content as well as determine readership levels. Second, they determine whether an email recipient is capable of receiving an HTML-based email. This helps us customize email content and improve your overall customer experience. WOW! owns the information collected by using email sensors, and our third party providers are obligated to keep this information confidential and not share this information with anyone else or use it for any other purpose. If you do not want to receive emails that use email sensors, you can set up your email program so that it does not accept HTML-based email, and instead uses only plain text format for email.

Links
The Service’s website contains links to other sites. Some of these other sites may be co-branded with WOW! and may look like Service features, but WOW! is not responsible for the privacy practices of these other sites. We encourage you to be aware when you leave our website and to read the privacy policies of every website that collects personally identifiable information about you, whether the site is co-branded with WOW! or not. WOW! is not responsible for a third party website, or for the use, storage or disclosure of information that you provide to a third party. WOW! is not responsible for webcasting or any other form of transmission received from any third party or linked site nor is WOW! responsible if the third party or linked site is not working appropriately. WOW!‘s provision of links or other access to a third party site does not imply endorsement by WOW! of the site or its contents, or affiliation with its operators. By using our services, you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content or information over the Internet, or providing personal information to a third party site. By its very nature, a website and the Internet cannot be absolutely protected against intentional or malicious intrusion attempts.
V. CUSTOMER ACCESS AND CHOICE REGARDING PERSONALLY IDENTIFIABLE INFORMATION AND CPNI

You may examine and correct, if necessary, the personally identifiable information regarding you that is collected and maintained by WOW! in our regular business records. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. We will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is inaccurate.

If you have Internet access, you can view and change certain information yourself as follows:

(i) For accounts you have established at the WOW! website, use the My Account (or similar) feature at www.wowway.com; or (ii) For high-speed Internet accounts, use the My Account (or similar) feature at www.wowway.com.

You may also examine the records containing your personally identifiable information at your local WOW! office upon reasonable prior notice to us and during our regular business hours. If you wish to examine these records, please contact us by mail or telephone at 1-866-496-9669, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment. You will only be permitted to examine records that contain personally identifiable information about your account and no other account.

If you make an affirmative, written request for a copy of your CPNI, we will disclose the relevant information we have to you, or to any person designated by you, if we can properly authenticate your identity. However, subscribers to our phone services should be aware that we generally do not provide them with records of any inbound or outbound calls or other records that we don’t furnish in the ordinary course of business (for example, as part of a bill) or which are available only from our archives, without valid legal process such as a court order. In addition, we cannot correct any errors in customer names, addresses, or telephone numbers appearing in, or omitted from, our or our vendors’ directory lists until the next available publication of those directory lists.

Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers which are not owned by us or our subsidiaries.

WOW! must properly authenticate your identity prior to disclosing CPNI based on customer-initiated telephone contact, online account access, or an in-store visit. We will only disclose call detail information over the telephone, based on customer-initiated telephone contact, if you can provide us with all of the call detail information necessary to address a customer service issue (i.e., the telephone number called, when it was called, and, if applicable, the amount charged for the call). Even under these circumstances, however, we will not disclose to you any call detail information about your account other than the call detail information that you provide to us. If you require further call detail information, we will mail it to your address of record or you can check the records online (in accordance with our online access and authentication procedures).

We must also authenticate your identity prior to allowing you online access to CPNI related to your account. You can access your account information by following all of the registration and authentication procedures found on our website at www.wowway.com. Once authenticated, you may only obtain online access to CPNI related to your account through a password. We will also disclose CPNI to you if you, at one of our retail locations, first present to us or our agent a valid photo ID matching your account information.

If you are a business customer, some of these authentication regimes may not apply to you, depending on your specific agreement with WOW!. You should consult your agreement with WOW! to determine how we
We may send a welcome email and sometimes other information to new subscribers to our cable service and email and other communications from WOW!. We want to communicate with you about WOW!'s services, as well as information on how you can adjust your service. If you do not want to receive communications from WOW! in the future, you may opt-out at the time of service activation or at any time thereafter by calling 1-866-496-9669. If you have agreed to protect your CPNI. In all events, WOW! reserves the right to charge you for the cost of retrieving and photocopying any documents that you request.

Giving or withholding your approval for WOW! to use CPNI to market additional products and services to you

WOW! provides IP-enabled or “VoIP” phone service in all of its operating regions. In addition, WOW!, through its operating affiliate, Sigecom, LLC, provides both VoIP and traditional circuit switched phone service (“Traditional Phone”). In an Order released by the Federal Communications Commission in April 2007, the Commission modified its rules regarding CPNI and also determined that its rules (as modified) regarding CPNI apply to VoIP services effective December 8, 2007. If you are a customer of our Traditional Phone services or (effective December 8, 2007) our VoIP phone services, you have the right, and WOW! has a duty, under the Telecommunications Act, to protect the confidentiality of CPNI.

In addition to WOW! Phone, WOW! offers (either directly or through its agents and affiliates that provide communications related services) other communications-related services, such as WOW! Internet and cable television services. From time to time we would like to use the CPNI information we have on file to provide you with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to your specific needs.

We would like your approval so that we may use this CPNI (or disclose it to our agents and affiliates that provide communications related services) to let you know about communications related services other than those to which you currently subscribe that we believe may be of interest to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling the number listed below. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services.

WOW! PHONE SERVICE – CALL 1-866-496-9669

We may also occasionally ask you during a telephone call with one of our representatives for your oral consent to WOW!’s use of your CPNI for the purpose of providing you with an offer for non-communications related products and services. If you provide your oral consent for WOW! to do so, WOW! may use your CPNI only for the duration of that telephone call in order to offer you additional services.

If you deny or restrict your approval for us to use your CPNI, you will suffer no effect, now or in the future, on how we provide any services to which you subscribe. Any denial or restriction of your approval remains valid until your services are discontinued or you affirmatively revoke or limit such approval or denial. You may disregard this notice if you previously contacted us in response to a CPNI notification and denied use of your CPNI for the purposes described above.

WOW!’s “do not call” and “do not mail” lists

You may contact WOW! at 1-866-496-9669 to ask us to put your name on our “do not call” and “do not mail” lists so that you do not receive marketing or promotional telephone calls or postal mail from us or made at our request. You also have the right to prohibit or limit disclosure of your personally identifiable information for “mailing list” or other purposes as described above in this notice by contacting us at 1-866-496-9669.

WOW!’s use of your account information for marketing and promotional activities is also subject to your right to limit or restrict us from making those offers as described above in “Giving or withholding your approval for WOW! to use CPNI to market additional products and services to you” in this notice.

If you prefer to contact WOW! in writing instead of by telephone, you may send a written request to the address listed below under “How to contact WOW!” and include your name and address, your WOW! account number, and a daytime telephone number where you can be reached in the event we have any questions about your request. The written request should be signed by the person who is identified in our billing records as the subscriber. If you have a joint account, a request by one party will apply to the entire account. If you have multiple accounts, your notice must separately identify each account covered by the request.

Online Access to Services

As part of its video service, WOW! may provide for online access to certain programming and other content (the “Online Content”). You (and members of your household) are allowed access to the Online Content by use of a WOW! password (or other similar credentials). You should take special care to maintain the confidentiality of your password and other credentials, as password sharing with persons outside of your immediate household (that would allow those persons access to the Online Content) is prohibited. To access the Online Content, you may be re-directed to a website that is not controlled by or affiliated with WOW! (a “third party site”), and is subject to its own terms and conditions and policies. WOW! has no responsibility for the Online Content or any other aspect of the third party site, or for the use, storage or disclosure of information that you provide to a third party. WOW! is not responsible for webcasting or any other form of transmission received from any third party or linked site nor is WOW! responsible if the third party or linked site is not working appropriately. WOW!’s provision of links or other access to a third party site does not imply endorsement by WOW! of the site or its contents, or affiliation with its operators.

Email and other communications from WOW!

We may send a welcome email and sometimes other information to new subscribers to our cable service and
other services (including each new secondary account holder, where applicable). We may also send service-related announcements and notices to our subscribers from time to time. For example, we may send you an email announcement about a pricing change, a change in operating policies, a service appointment, or new features of one or more of the cable service or other services you receive from us. You may not opt-out of these service-related communications. If you fail to check your primary WOW! email address for service-related announcements, you may miss important information about our services, including legal notices, for example.

We reserve the right to send you promotional or commercial email as permitted by applicable law. You can manage the promotional or commercial emails WOW! may send to you by following the instructions contained in the emails. If you no longer wish to receive these emails you may opt-out of receiving them by clicking the link in the emails for unsubscribe.

We ask that you provide us with a contact telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). You understand and agree that the contact phone number that you provide to us will be used by us to contact you with informational messages about your services (for example, we may call you if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, billing statement or a past due invoice), and may include autodialed and/or pre-recorded messages. Please be sure to tell us immediately if your contact telephone number changes.

**What to do if you think your privacy rights have been violated**

If you believe that you have been aggrieved by any act of ours in violation of the Cable Act, we encourage you to contact us directly as described below in “How to contact WOW!” in order to resolve your question or concern. You may also enforce the limitations imposed on us by the Cable Act as applicable with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

**Changes to this Notice**

As required by the Cable Act, we will provide you with a copy of this customer privacy notice at the time we enter into an agreement to provide any cable service or other service to you, and annually afterwards, or as otherwise permitted by law. You can view the most current version of this notice by going to www.wowway.com and selecting the “privacy” link at the bottom of the page.

We may modify this notice at any time. We will notify you of any material changes through written, electronic, or other means and as otherwise permitted by law. If you find the changes to this notice unacceptable, you have the right to cancel your service. If you continue to use the service following notice of the changes, we will consider that to be your acceptance of and consent to the changes in the revised privacy notice. This includes your consent for any personally identifiable information that we may collect and use starting on the effective date of the revised notice, as well as for any personally identifiable information that we have collected prior to the effective date of the revised notice. However, we will only consider your continued use of the service to be your acceptance of and consent to changes in the revised privacy notice for changes made after the initial effective date of this revised notice.

**How to contact WOW!**

If you have any questions or suggestions regarding this privacy notice, or wish to contact us about your personal information, please reach us as follows:

Phone: 1-866-496-9669

Web site: www.wowway.com

Mail: WOW!, P.O. Box 63000, Colorado Springs, CO 80962.

Revised and effective: June 26, 2012
TERMS AND CONDITIONS OF SUBSCRIPTION TO THE WOW! CABLE SERVICE, INCLUDING BILLING AND COMPLAINT PROCEDURES

PLEASE CAREFULLY READ THE FOLLOWING STATEMENT OF TERMS AND CONDITIONS. THESE TERMS IDENTIFY THE CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTY SUBSCRIBING TO THE WOW! CABLE SERVICES (THE “SERVICES”) DELIVERED TO ITS CUSTOMERS AND INCLUDE PROVISIONS REGARDING PRICING, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY AND BINDING ARBITRATION OF DISPUTES. IN THIS AGREEMENT, WE REFER TO THE OPERATING COMPANY SUBSIDIARY OF WOW! INTERNET, CABLE AND PHONE THAT OWNS AND/OR OPERATES THE CABLE TELEVISION SYSTEM IN YOUR AREA PURSUANT TO A CABLE TELEVISION FRANCHISE WITH THE STATE OR LOCAL FRANCHISING AUTHORITY AS “WOW!”, “US”, “OUR” OR “WE” AND YOU AS THE “CUSTOMER” “YOUR” OR “YOU.” YOU AGREE TO USE THE CABLE SERVICE IN COMPLIANCE WITH THESE TERMS (AS THEY MAY BE AMENDED OR RESTATED FROM TIME TO TIME) AND ANY OTHER RULES, POLICIES, PROCEDURES AND/OR REGULATIONS ADOPTED BY WOW! AND PROVIDED TO YOU. BUSINESS CUSTOMERS ARE SUBJECT TO THE FURTHER TERMS CONTAINED IN THE BUSINESS CUSTOMER AGREEMENT AND THE BUSINESS CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS (THE “BUSINESS TERMS”), WHICH BUSINESS TERMS CONTROL IN THE EVENT OF A CONFLICT WITH THESE TERMS OF SERVICE.

1. Subscription to Service: WOW! offers the Services at rates and fees more particularly described in a separate price list or order form, which has been provided to Customer. Customer, by signing the installation, sales or work order form or by using any of the Services, subscribes to the Services commencing upon the installation of the Service, and agrees to comply with these Terms and Conditions (along with any amendments to such Terms and Conditions). In all events, all sales of the WOW! Services are subject to final approval by WOW! For those Customers receiving service through business or commercial accounts, bulk fee arrangements with multiple dwelling units, or other similar arrangements (“Other Service Arrangement”), some of these terms and conditions may not apply, depending upon the terms and conditions of the Other Service Arrangement. In the event of a conflict between these terms and conditions and the Other Service Arrangement, the agreement that documents the Other Service Arrangement will control. If you are a business services customer, the terms of your Business Customer Agreement and the General Terms and Conditions applicable to business customer services (the “Business Terms”) apply and will control in the event of a conflict with any other provision of these Terms.

2. Payment of Charges; Billing Disputes: Customer agrees to timely pay all charges, taxes and fees for the Services, along with all other WOW! services (phone and/or Internet). Customer will be billed monthly in accordance with the rate schedule. Any additional, late or reactivation fees, plus additional charges, WOW! MAY REQUIRE THAT, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, CUSTOMER PAY THE FIRST MONTH’S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS AND INSTALLATION CHARGES. Customer will be billed monthly for pay per view, video on demand or other services ordered where charges are based on actual usage or on orders placed during the previous month. Customer is responsible in all respects for all use of and all the Services ordered for Customer’s account (by any person, under any password) in all circumstances, including payment obligations for all Services and lost, damaged or unreturned equipment. Customer must pay monthly charges within 28 days after the bill date (or such longer period as is expressly permitted by applicable law). Failure to pay charges invoiced may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of a late payment or service charge. An additional charge may be imposed if a check or other form of payment is not honored due to insufficient funds or credit. In the event charges are not honored (as determined by WOW! in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by WOW!, will be paid by Customer. WOW! has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a liquidated damages late fee amount. The current late fee is listed in the price list or can be provided upon request. WOW! reserves the right to change the late fee amount at any time in the future. WOW! does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. In the event Customer pays WOW! an amount in excess of the amount due for the current billing period cycle, Customer agrees that WOW! will apply the overpayment to the Customer’s next monthly billing statement. WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If a billing dispute occurs or if you have questions related to your bill, you can register a written dispute with WOW! Customer should send billing disputes to: WOW! Internet, Cable & Phone, Attn: Billing Disputes, P.O. Box 63000, Colorado Springs, CO 80962-3000. Failure to object to a billing statement in writing within the 30 day period constitutes Customer’s conclusive acceptance of the accuracy of the billing statement. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will WOW! be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction. If you make payment by check, you authorize WOW! to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), releases, or other statements on or accompanying checks or other payments accepted by WOW! and that any such notations shall have no legal effect.

3. Changes of Service: Customers may change the Services, or order additional services offered by WOW! by calling Toll Free 1-866-496-9669. Customers requesting changes of services or additional services are subject to a pro-rated statement reflecting the difference in cost for monthly services on Customer’s next
billing statement. Customers have the right to rescind their order for new services without charge prior to installation. Billing will begin at the time the service is activated on the Customer’s account. WOW! reserves the right to change prices, services, service packaging and programming at any time.

4. WOW! Equipment: All equipment, including but not limited to cables, wires, amplifiers, cable boxes, modems and remotes delivered to and/or installed in the Customer’s home by WOW! (“WOW! Equipment”) remains the property of WOW!, provided, however, unless otherwise specifically agreed to in a separate written agreement (such agreement to include all sensational equipment and not include internal cable home wiring (and passive devices connected to that wiring) that begins at a demarcation point roughly twelve inches outside the point where the wiring enters the Customer’s premises (the “Inside Home Wiring”). Ownership of the Inside Home Wiring passes to Customer upon installation. Upon termination of Service, for whatever reason, Customer’s right to possess and use the WOW! Equipment terminates. Customer must return all WOW! Equipment in the same condition as when received, reasonable wear and tear excepted, by any method reasonably requested by us, within ten (10) business days after disconnection of Service. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed to time, and may result in an additional fee. In all events, you will ensure the return of all WOW! Equipment to WOW! Failure to return the WOW! Equipment to us undamaged within ten (10) business days after disconnection of Service will result in a charge to your account for the repair cost or replacement value (as determined by WOW! in its sole discretion) of the WOW! Equipment. Customer agrees that WOW! may charge such amount to Customer’s credit card or bank account, if applicable (see Sections 19-21). In all events, Customer agrees to immediately pay such charges whether the WOW! Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by WOW! against Customer’s credit card, security deposit or bank account.

5. Care of WOW! Equipment: Customer will safeguard the WOW! Equipment from loss or damage of any kind, and agrees that neither Customer nor any other person (except WOW!’s authorized personnel) will open, tamper with, service, make any alterations to, or remove any WOW! Equipment from its point of initial installation, except that Customer may remove the equipment from the premises to return it to WOW!. Any alteration, tampering, removal or use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations will result in a charge to Customer, at standard service charges. Any repair, modification, replacement, or other such action will result in a charge to Customer. WOW! makes no warranties with respect to the WOW! Equipment.

6. Repair of WOW! Equipment: WOW! will respond to all requests for cable television system repair. WOW! will repair and/or replace defective WOW! Equipment in Customer’s home. WOW! is not responsible for the maintenance or repair of Customer equipment such as television sets, VCR’s, or other video equipment, stereos or other audio equipment, telephones, A/B switches, Inside Home Wiring or any other Customer equipment or property. A service charge may be imposed if WOW! determines that damage to WOW! Equipment or the system is caused by Customer or a third party, or if no fault is discovered in WOW!’s system or Equipment. WOW! makes no warranties with respect to the WOW! Equipment.

7. Access to Customer Premises and Use of Existing Customer Equipment: Customer grants WOW! the right to install, operate and maintain its equipment in, under and upon the Customer’s premises. Customer represents and warrants that he or she owns the premises on which WOW! Equipment is or will be installed, or has obtained permission for such installation from the owner of the premises. Customer further agrees: (i) to provide WOW!’s representative with access at reasonable times to the premises to install, inspect, replace, remove, operate and maintain the equipment supplied by WOW! and, upon the termination of Service, to remove any WOW! Equipment from the premises (it being understood that WOW!’s failure to remove its property shall not be deemed an abandonment thereof). This authorization includes allowing WOW! or its representatives to be on Customer’s premises outside of Customer’s home, even if Customer is not present; (ii) that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that WOW! assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of WOW!); and (iii) to allow WOW!, in its discretion, to use for the provision of WOW!’s Services any existing cable wiring, conduit and/or other devices located within or installed upon the premises. Customer warrants that Customer possesses the authority to grant the rights specified herein and agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section.

8. Customer Equipment: WOW! assumes no responsibility for the condition or repair of any Customer or other third party equipment. WOW! is not responsible or liable for any loss or impairment of reception of WOW!’s service due, in whole, or in part, to a malfunction or defect in Customer or other third party equipment. Customer agrees to adequately repair and maintain all of the Customer equipment (including Inside Home Wiring) so that it does not interfere with the operations of the WOW! cable system. Customer further agrees that it will not attach anything to the Inside Home Wiring or other Customer equipment that degrades WOW!’s signal quality or strength, or otherwise impairs the functionality or integrity of WOW!’s cable system. WOW! may charge to Customer standard service charges: (i) to perform modification or recovery of the service or to repair WOW!’s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was caused by Customer (or a third party, or if WOW! finds no fault in its system or Equipment; (ii) to perform modification or recovery of the Service or to repair WOW!’s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was necessitated in whole or in part due to defective, improper, incompatible or inadequately maintained Customer or other third party equipment; or (iii) to perform services related to any Customer or third party equipment. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSTALLATION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF CUSTOMER EQUIPMENT, CUSTOMER EQUIPMENT AND/OR THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE

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13. **Taxes, fees and Charges:** Customer agrees to pay any local, state or federal taxes (however designated, including but not limited to sales, use and real and personal property taxes levied with respect to Customer's property), fees (however designated, including but not limited to franchise fees, PEG fees, regulatory fees, and separately stated cost recovery fees), and/or charges imposed or levied on or with respect to the Service, the Equipment or installation, placement or service charges incurred with respect to the same. CUSTOMER IS RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY. The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe. The discount is based upon the monthly fee that WOW! allocates to the lease of the WOW! equipment included in the offer and so can vary depending upon the type of navigation device and allocated fee. Please visit our website for complete details and information regarding specific bundled offers.

14. **Ohio Customer Service Standards:** In compliance with applicable Ohio laws and regulations, WOW! will adhere to the following customer service and disruption standards with respect to Services provided to its Ohio customers: (1) WOW! will restore video Service within seventy-two hours after a customer reports a service interruption or other problem if the cause was not a natural disaster; (2) Upon a report by a customer of a service interruption, a credit in the amount of the cost of per hour video service as would be billed to the customer, for each hour of Service interruption, a credit in the amount of the cost of per hour video service as would be billed to the customer; (4) WOW! shall not disconnect all or part of a customer's video Service for failure of the customer to pay its video Service bill, until the bill is at least forty-five days past due; and (5) WOW! will provide customers with at least 10 business days advance written notice of a disconnection of all or part of a customer's video Service, except if the disconnection has been requested by the customer, is necessary to prevent theft of video Service, or is necessary to reduce or prevent signal leakage.

11. **Disruption of Service:** In no event shall WOW! be liable for any failure or interruption of program transmissions or Service resulting in part or entirely from circumstances beyond WOW! control. Subject to the foregoing and applicable law, WOW! will be given for qualifying outages as follows: if there is a known, verifiable, Service interruption in excess of 24 hours, WOW! upon notification of such failure or interruption from the Customer within 30 days of such failure or interruption, will provide the Customer with a pro-rata credit relating to such failure or interruption. Customer may notify WOW! of the disruption of Service in writing or by calling 1-866-496-9669. The credit amount is determined based on the Customer’s monthly services, the number of services affected and the total outage time. WOW! will not issue a credit if it is prevented from gaining access to the Equipment or service to fix the problem. Credits are issued the next available billing cycle, following a determination that a credit is warranted. CUSTOMER AGREES THAT, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, SUCH CREDIT IS CUSTOMER'S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW! SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.

9. **Service Maintenance Plan:** WOW! may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Plan will be available at www.wowway.com, or by calling us at 1-866-496-9669. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer equipment within the home.

10. **Equipment Requirements; Customer Equipment Discounts:** Additional equipment is required to receive certain levels of Service. WOW! Basic and Digital TV are transmitted in digital format. Therefore, WOW! Customers subscribing to a package of Services that includes WOW! Basic and/or Digital TV must have a WOW! Digital Receiver, a Digital Adapter or an authorized CableCARD on all TVs connected to cable (including digital QAM tuner televisions). However, TVs with built-in QAM digital tuners do not need WOW! digital equipment to receive certain channels. Contact us for complete and current details, and requirements to change. A customer is subject to disconnection or other problem if the cause was not a natural disaster. In the event of a disconnect of Service, or is necessary to reduce or prevent signal leakage.

12. **Ohio Customer Service Standards:** In compliance with applicable Ohio laws and regulations, WOW! will adhere to the following customer service and disruption standards with respect to Services provided to its Ohio customers: (1) WOW! will restore video Service within seventy-two hours after a customer reports a service interruption or other problem if the cause was not a natural disaster; (2) Upon a report by a customer of a service interruption, a credit in the amount of the cost of per hour video service as would be billed to the subscriber; (3) Upon a report by a customer of a service interruption and if the interruption is caused by WOW! and lasts for more than twenty-four consecutive hours, WOW! shall give the customer, for each hour of Service interruption, a credit in the amount of the cost of per hour video service as would be billed to the customer; (4) WOW! shall not disconnect all or part of a customer’s video Service for failure of the customer to pay its video Service bill, until the bill is at least forty-five days past due; and (5) WOW! will provide customers with at least 10 business days advance written notice of a disconnection of all or part of a customer's video Service, except if the disconnection has been requested by the customer, is necessary to prevent theft of video Service, or is necessary to reduce or prevent signal leakage.
14. Use of Service: Customer agrees that: (i) the Services provided by WOW! will be utilized solely in accordance with all applicable laws and for Customer’s private, personal, non-commercial use. The Services may not be viewed in areas open to the public, and may not be resold, rebroadcast or transmitted, nor may admission be charged for its viewing; (ii) pay-per-view, video on demand (VOD) and premium programming may not be distributed to commercial establishments. Customer may not order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer assist in exhibiting or exhibit at a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. You agree to defend, indemnify and hold WOW! harmless from any claim made against you or WOW! relating to any unauthorized commercial exhibition; (iii) the Services provided by WOW! will not be duplicated except in compliance with applicable law; and (iv) Customer will adhere to any WOW! rules and regulations provided to Customer. Customer acknowledges that WOW! may change such rules and regulations at any time.

15. Assignment or Transfer: This Agreement, the Services and/or the WOW! Equipment are not assignable or otherwise transferable by Customer without WOW!’s prior consent. WOW! may freely assign this Agreement.

16. Termination of Service by Customer: Except as specifically agreed to in a writing signed by the parties (e.g., as part of a Business Customer Agreement), the Services and this Agreement shall remain in effect until disconnection occurs as a result of WOW!’s notice of termination, and Customer returns the WOW! Equipment. Customer shall give such notice of termination in writing, or by calling WOW! at 1-866-496-9669. Any applicable money-back guarantee given at the time Customer subscribes to the WOW! service is available only to first-time subscribers for refund of the first and second regular monthly payments made by Customer for the WOW! service (excluding taxes and other fees, equipment charges, optional service charges, WOW! OnDemand, pay-per-view, and long-distance and other usage based charges). To be eligible for a money-back guarantee refund, Customers must: (i) timely pay for all services, taxes and fees, comply with applicable service agreements(s) and have returned all equipment; and (ii) disconnect and request a refund at the same time within 60 days of service activation. The refund will not apply if service is reestablished by Customer within 180 days of disconnection. WOW!’s money-back guarantee policies are subject to change. Under applicable Illinois law, Illinois customers are also entitled to request a prorata credit if they are dissatisfied with an upgraded service and cancel that service within 60 days.

17. Termination of Service by WOW!: If Customer breaches this Agreement or fails to abide by WOW!’s rates, rules, regulations and/or policies, WOW!, at its option and without the giving of notice (except to the extent required by applicable law), may discontinue the Service and remove the WOW! Equipment, and pursue all of its other legal and equitable remedies against Customer. Failure of WOW! to remove its Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney’s fees to WOW! in the event that WOW! shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement. WOW! may terminate the Services immediately in the event that Customer makes an assignment for the benefit of creditors or a voluntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankruptcy or the reorganization of Customer. WOW! may also terminate this Agreement for any other reason upon notice to Customer. In the event WOW! terminates the Service for any reason other than Customer’s violation of this Agreement, any fees and charges will accrue through the later of the effective date of termination of the Agreement, date of disconnection of Service and return of the WOW! Equipment, or any prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due WOW! for equipment or other applicable fees and charges). To the extent permitted by law, WOW! may apply any security deposit or credit to offset any amounts due to WOW! (including amounts due for unreturned or damaged equipment) before remitting the balance to Customer.

18. Customer Obligations Upon Termination: Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the Services and the WOW! Equipment, and uninstall and destroy all copies of any software provided to Customer pursuant to this Agreement or otherwise used by Customer to access the Services. Customer will pay in full for use of the Services and the WOW! Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected. Customer agrees to pay on a pro-rated basis for any use of the WOW! Equipment or the Services for a part of a month. Customer shall return the WOW! Equipment to WOW! by any method reasonably requested by us, within ten (10) business days after disconnection of the Services. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed to time; and you will ensure the return of all WOW! Equipment to WOW!. If any WOW! Equipment is returned damaged, you agree that WOW! may bill you for the repair or replacement of such equipment (as determined by WOW! in its sole discretion), including without limitation charging your credit card or bank account if applicable. In all events, Customer agrees to pay for the WOW! Equipment charges whether the equipment is returned damaged or destroyed. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by WOW! against Customer’s credit card, security deposit or bank account. WOW! may apply any security deposit or other credit to offset any amounts due to WOW! (including amounts due for unreturned or damaged equipment) before remitting the balance to Customer. If you are a business services customer, you may also be required to pay an early termination fee.
19. Recurring Charges: WOW! will charge all amounts payable by Customer to WOW! to Customer's credit card or bank account (EFT) in accordance with the information provided by Customer. By providing a credit card or EFT number to WOW!, Customer authorizes WOW! to continue charging the credit card or EFT for all monthly fees (including without limitation monthly service fees and equipment charges, as well as applicable taxes and fees) payable to WOW!, and any other charges incurred by Customer and payable to WOW! pursuant to this Agreement. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month for which the charges relate.

20. Credit Inquiries and Security: WE RESERVE THE RIGHT TO VERIFY AND APPROVE CREDIT AS A CONDITION OF PROVIDING ANY SERVICES, AND YOU AUTHORIZIZE US TO INVESTIGATE YOUR CREDIT HISTORY BY OBTAINING A CREDIT REPORT OR OTHER SIMILAR INFORMATION AND/OR MAKING INQUIRIES OF ACCOUNT HISTORIES. YOU AUTHORIZE US TO ENTER THIS INFORMATION IN YOUR FILE. YOU DISCLOSE THIS INFORMATION CONCERNING YOU TO US FOR ALLOCATING RESOURCES AND FOR REASONABLE BUSINESS PURPOSES. WOW!, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Customer understands and agrees that EFT’s cannot be provided solely for security purposes. EFT’s provided for security purposes will also automatically deduct the full balance due on the customer’s account on a monthly basis.

By providing a security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to charge against the credit card or EFT or withdraw from any security deposit or account: (i) the repair cost or replacement value (as determined by WOW! in its sole discretion) of all of our Equipment that is not returned to WOW! undamaged within ten (10) business days after disconnection of the Services; and (ii) amounts due to WOW! for the Services, fees and other charges. Customer will be refunded the balance of any security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged against the credit card or EFT for WOW! Equipment, if payment has been timely made for all amounts due to WOW! for the Services, fees and other charges. Customer agrees to inform us immediately of any change in credit card or EFT information (including without limitation a change in the credit card expiration date). Customer’s card issuer agreement governs use of the credit card in connection with the WOW! Service, and Customer must refer to that agreement with respect to Customer’s rights and liabilities as a cardholder. If we do not receive payment from Customer’s bank or credit card issuer or their agents, Customer agrees to immediately pay all amounts due upon demand by us.

21. Credit Card and Bank Account Authorization: Customer warrants that Customer is either the authorized signatory on the credit card or EFT placed with us, or Customer has secured permission from the authorized signatory on the credit card or EFT to allow us to charge amounts to the authorized signatory’s credit card or EFT in accordance with this Agreement. Customer authorizes us to charge all amounts due to us against the credit card or EFT. Customer agrees that we are not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of any EFT or credit charge against Customer's account, and Customer agrees to inform us immediately of any change in credit card or EFT information (including without limitation a change in the credit card expiration date). Customer’s card issuer agreement governs use of the credit card in connection with the WOW! Service, and Customer must refer to that agreement with respect to Customer’s rights and liabilities as a cardholder. If we do not receive payment from Customer’s bank or credit card issuer or their agents, Customer agrees to immediately pay all amounts due upon demand by us.

22. Programming and Service Changes: All Services, including programming, program services, program packages, number of channels, channel allocations and placements, program tiers, broadcast channels, and any components or features of the Services, are subject to change. If we are required to give you notice of a change, it may be provided on your monthly bill, as a bill insert, by e-mail, in a newspaper, by transmission over our cable system or other communication permitted under applicable law. Unless otherwise provided in your agreement with us, if you find a change in the Services unacceptable, you have the right to cancel your Services. However, if you continue to receive the Services after the change, this will constitute your acceptance of the change.

23. Privacy: WOW! provides its Customers with a separate privacy notice that describes the types of information that we and our suppliers may collect from you, how we and our suppliers may use or disclose that information, and our obligation to maintain the privacy of your personally identifiable information. The notice also describes the types of information that our system and equipment may automatically collect as you use the Services, and how we use that information. If you did not receive a privacy notice, please contact WOW! and one will be sent to you. The Cable Act authorizes WOW! as a cable operator to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for cable or non-cable “mailing list” or other purposes. From time to time we may disclose your name and address for these purposes. However, you have the right to prohibit or limit this kind of disclosure by contacting us by telephone at 1-866-496-9669 or by sending us a written request. Any “mailing list” and related disclosures that we may make are limited by the Cable Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent of any viewing or other use by the subscriber of a cable service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over our cable system. The privacy notice is subject to change. The most recent version will be posted and available for your review at www.wowway.com.

24. Rates: Subject to the express terms of any temporary promotional offer or discount authorized by WOW!, Customer agrees to pay WOW! for all monthly fees, fees and charges for services provided. Such rates, fees and charges for the installation of the Services or Equipment and rates for programming and other services are subject to change in the future. If we are required by law to give you notice of a change in our prices, it may be provided on your monthly bill, as a bill insert, by mail, by e-mail, in a newspaper, by transmission over our cable system or other communication permitted under applicable law. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the Services at the end of the promotional period. Unless otherwise expressly provided, all of our prices and any promotional, discounted or guaranteed rate for service applies only to the particular Services identified, and excludes additional fees and charges for things such as taxes, fees (however designated, including but not limited to franchise fees, PEG fees, regulatory fees, regulatory...
recovery fees and separately stated cost recovery fees), equipment rental, installation, service and repair charges and other optional, usage-based or separately billed services.

25. Price Lists, Channel Line-ups and Service Information: While we try to ensure that all prices, channel line-ups, programming and other information relating to the Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). WOW! is not responsible for and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.

26. Late Fee and Service Disconnection: If Customer’s account is 20 days past due, Customer will be charged a $5.00 late fee, in addition to any past due balance. If Customer’s account is 40 or more days (or such longer period specified by applicable franchise agreement or law) past due, Customer’s Service may be disconnected. If Customer’s account is 50 or more days (or such longer period specified by applicable franchise agreement or law) past due, Customer’s Service may be disconnected.

27. Reconnection Charges, Terms and Conditions: Before restoring a Customer’s Service after disconnection for non-payment, WOW! may require that Customer pay the full balance owed to WOW!, a security deposit, the published reconnection charge, and any applicable franchise fees, taxes and any other applicable charges. Discounted Customers who elect to remain disconnected are legally responsible for payment of all past due amounts, as well for as for the safe return of all WOW! Equipment.

28. Disclaimer Regarding Programming and Information; No Liability for Third Parties: Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components and features of the Services, including without limitation, their services, equipment, infrastructure, and content. WOW! is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. WOW! shall not be bound by any undertaking, representation or warranty made by an agent or employee of WOW! or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement and/or WOW!'s policies with respect to the Services. In addition, you understand that you will have access to the services, programming and other content of third parties through the Services, including without limitation that of content providers (whether or not accessible directly from the Services). WOW! is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content directly to the third-party providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Services and WOW! assumes no liability for the content of the programming distributed over its cable system or any other program or information distributed over the cable system. WOW! shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or the Services.

29. Online Access to Services; No Password Sharing: As part of certain levels of Service, WOW! may provide for online access to certain programming and other content (the “Online Content”). You are allowed access to the Online Content by use of a WOW! password (or other similar credentials). You agree and understand that access to such Online Content is available to you and members of your immediate household. You are required to maintain the confidentiality of your password and other credentials and agree that password sharing with persons outside of your immediate household (that would allow those persons access to the Online Content) is prohibited. To access the Online Content, you may be re-directed to a website that is not controlled by or affiliated with WOW! (a “third party site”), and is subject to its own terms and conditions and policies. WOW! has no responsibility for the Online Content or any other aspect of the third party site, or for the use, storage or disclosure of information that you provide to a third party. WOW! is not responsible for webcasting or any other form of transmission received from any third party or linked site nor is WOW! responsible if the third party or linked site is not working appropriately. WOW!'s provision of links or other access to a third party site does not imply endorsement by WOW! of the site or its contents, or affiliation with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the third party sites.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN sending ANY CONTENT OR INFORMATION TO A THIRD PARTY SITE. BY ITS VERY NATURE, A WEBSITE AND THE INTERNET CANNOT BE ABSOLUTELY PROTECTED AGAINST INTENTIONAL OR MALICIOUS INTRUSION ATTEMPTS. WOW! DOES NOT CONTROL THE THIRD PARTY SITES AND THE INTERNET OVER WHICH YOU MAY CHOOSE TO SEND CONFIDENTIAL PERSONAL INFORMATION OR OTHER CONTENT AND, THEREFORE, WOW! DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION. OR HOW YOUR INFORMATION MAY BE USED BY THE THIRD PARTY SITE. WHEN POSTING ANY CONTENT OR INFORMATION ON AN INTERNET SITE, YOU SHOULD THINK CAREFULLY ABOUT YOUR OWN PRIVACY IN DISCLOSING DETAILED OR PRIVATE INFORMATION ABOUT YOURSELF AND YOUR FAMILY.

30. No Liability for Interference: BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE WOW! SERVICES IN ACCORDANCE WITH THIS AGREEMENT.
31. Limitation of Liability: EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT AND SUBJECT TO APPLICABLE LAW, WOW!, INCLUDING ITS AFFILIATES, OWNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, CONTRACTORS AND REPRESENTATIVES (THE “WOW ENTITIES”), SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, STATUTORY, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLIED, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF USE, BUSINESS, GOODWILL, PROFITS, WAGES, SAVINGS OR REVENUE, HARM TO BUSINESS, LOSS OF INFORMATION OR DATA, PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH), AND WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY WHATSOEVER, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CUSTOMER’S USE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY. THIS LIMITATION OF LIABILITY SHALL INCLUDE WITHOUT LIMITATION ANY LOSSES OR DAMAGES CAUSED IN WHOLE OR IN PART BY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS (INCLUDING ADVERTISING ERRORS), DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, UNINTENDED SERVICE INFORMATION, OR FAILURE OF PERFORMANCE OF THE WOW! EQUIPMENT, SOFTWARE OR THE SERVICES; AND/OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CUSTOMER’S USE OF THE SERVICES AND/OR ITS EQUIPMENT OR ITS USE OF THE SERVICES; AND/OR (III) ANY LAWS OR REGULATIONS. WOW!’S ACTIONS OR INACTION UNDER THIS SECTION SHALL NOT CONSTITUTE REVIEW OR APPROVAL OF ANY USE OF THE SERVICES OR CONTENT TRANSMITTED BY CUSTOMER. CUSTOMER AGREES TO DEFEND AND HOLD HARMLESS THE WOW! ENTITIES AND SHALL REIMBURSE THE WOW! ENTITIES FOR ANY DAMAGES, LOSSES OR EXPENSES INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS INCURRED BY THE WOW! ENTITIES IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CUSTOMER’S USE OF THE SERVICES AND/OR ITS EQUIPMENT OR ITS USE OF THE SERVICES; AND/OR (II) ANY LAWS OR REGULATIONS. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT. THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

32. No Warranties: EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT AND SUBJECT TO APPLICABLE LAW, WOW! MAKES NO WARRANTY THAT: (I) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (II) THE QUALITY OF THE SERVICE WILL MEET CUSTOMER’S EXPECTATIONS. ALL SERVICES AND EQUIPMENT PROVIDED BY WOW! ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WOW! MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

33. Sole Remedy: Customer’s sole and exclusive remedies are as expressly set forth in these Terms and Conditions as the same may be amended in writing by WOW! from time to time. Some states do not allow the exclusion or limitation of implied warranties, some states do not allow the limitations or exclusion of incidental or consequential damages, and some states require service providers to guarantee services. In such states, the above exclusions and limitations may not apply. In such states, THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

34. Customer Liability and Indemnification: CUSTOMER IS RESPONSIBLE AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE WOW! ENTITIES AND SHALL REIMBURSE THE WOW! ENTITIES FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS) INCURRED BY THE WOW! ENTITIES IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (A) YOUR USE OF THE SERVICE OR WOW! EQUIPMENT; (B) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (C) YOUR VIOLATION OF APPLICABLE LAW; AND/OR (D) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT. WOW! RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE SERVICE, AND/OR REMOVE CONTENT FROM THE SERVICE, IF WOW! DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER’S USE OF THE SERVICE AND/OR CUSTOMER’S CONTENT CONFORMS WITH THE REQUIREMENTS SET FORTH IN THIS AGREEMENT, INTERFERES WITH WOW!’S ABILITY TO PROVIDE THE SERVICE, OR VIOLATES ANY LAWS OR REGULATIONS. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT VIEWED OR TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER’S ACCOUNT) BY USE OF THE SERVICES.

THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

35. Survival of Limitations: All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

36. Complaint Resolution: Customer may submit a complaint to WOW! with regard to any aspect of the Service, including the quality of the reception, at any time. WOW! maintains a toll-free telephone number (1-866-496-9669) that is available 24 hours a day, 7 days a week. When a call is received regarding a service related issue, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved...
during the call, the CCR may if necessary schedule a service technician to visit your home. If the problem cannot be resolved by the CCR, the problem will be referred to a supervisor who will make best efforts to resolve the issue immediately. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, 1-866-496-9669, in writing at WOW! Internet, Cable & Phone, Attn: Billing Disputes, P.O. Box 63000, Colorado Springs, CO 80962-3000, or by mailing us from the “Contact Us” section on www.wowway.com. WOW!’s policy is to reply to an escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!. If Customer is dissatisfaction with WOW!’s handling of a complaint, Customer can also contact the Michigan Public Service Commission (MPSC), which provides for an informal mediation process. Our Michigan customers can file a complaint with the Michigan Public Service Commission (MPSC), which provides for an informal mediation process. Our Michigan customers can file a complaint with the Michigan Public Service Commission (MPSC), which provides for an informal mediation process.

I. Claims may be brought on a party’s own behalf, and not on behalf of any official or other person, or any class of people. All parties to the arbitration shall be individually named. Consolidated or class action arbitrations shall not be permitted. You agree that you and WOW! are each waiving the right to pursue any claim based upon such event, facts or dispute.
a trial by jury or to participate in a consolidated or class action.

J. Any arbitration award over $75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution’s appeal rules, within 120 days of filing.

K. If any clause within this arbitration provision (other than the class action waiver clause identified above) is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court.

L. In the event this entire arbitration provision 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 provision, you and WOW! have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

This arbitration provision shall survive the termination of this Agreement or your service(s) with WOW!.

Notwithstanding the foregoing, pursuant to and to the extent required by the Illinois cable and video customer protection law (effective January 1, 2008), in the event an issue related to our cable services in Illinois is not resolved through WOW!’s informal process, a local unit of government or the customer may request nonbinding mediation with WOW!, with each party to bear its own costs of such mediation. Selection of the mediator will be by mutual agreement, and preference will be given to mediation services that do not charge the consumer for their services. In the event the informal process does not produce a satisfactory result to the customer or the local unit of government, enforcement may be pursued in a court of competent jurisdiction. Complaints filed with the MPSC are also subject to a mediation and hearing process, as prescribed by the MPSC.

38. Informational Messages About your Account and Services: We ask that you provide us with a contact telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with this contact number, you give us express consent to call you to provide you with informational messages about your account and services (for example, we may call you if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these may include autodialed calls and/or pre-recorded messages. You also agree to notify us immediately if your contact telephone number changes.

39. Modification of Terms: So long as the Services are provided to Customer, these Terms and Conditions, as amended, will remain in effect until canceled by either party in accordance with these Terms and Conditions. CUSTOMER AGREES AND ACKNOWLEDGES THAT WOW! MAY FROM TIME TO TIME AMEND, REVISE OR RESTATE THESE TERMS AND CONDITIONS, AND MAY ADOPT NEW TERMS AND POLICIES THAT APPLY TO THE SERVICES. CUSTOMER SHALL BE NOTIFIED OF ANY SIGNIFICANT NEW TERMS OR POLICIES, AND ANY SIGNIFICANT AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC OR OTHER WRITTEN NOTIFICATION. THE NOTICE MAY BE PROVIDED ON YOUR MONTHLY BILL, AS A BILL INSERT, BY HAND DELIVERY, IN A NEWSPAPER, BY MAIL, BY EMAIL, BY VIDEO TRANSMISSION OVER OUR CABLE SYSTEM, OR BY OTHER PERMITTED COMMUNICATION. ANY SUCH NEW TERM OR POLICY OR AMENDMENT, REVISION OR RESTATEMENT OF THIS AGREEMENT SHALL BE EFFECTIVE THIRTY DAYS AFTER THE GIVING OF SUCH NOTICE. CUSTOMER’S CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF THE NEW TERM OR POLICY, AND/OR THE AMENDED, REVISED OR RESTATATED AGREEMENT AND ITS TERMS AND CONDITIONS.

40. Entire Agreement: This Agreement, together with any applicable sales or work order or other written agreement (and rules, regulations and policies adopted by WOW!), constitutes the entire agreement between the Customer and WOW!. No undertaking, representation or warranty made by any agent or representative of WOW! in connection with the sale, installation, maintenance or removal of WOW!’s Services shall be binding on WOW! except as expressly set forth in writing herein.

41. Severability: The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations (“Applicable Law”). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered invalid or unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

42. Force Majeure: WOW! shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond WOW!’s control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes or shortages or failures of telecommunications or computer resources, fuel, energy, labor or materials.

43. Applicable Law: This Agreement shall be construed and enforced under applicable federal law, the regulations of the FCC and laws of the state and locality in which the Services are performed.

(Revision Date: August 15, 2012.)
BUSINESS CUSTOMER ACCEPTABLE USE, EMAIL RETENTION AND DMCA POLICIES

PLEASE READ CAREFULLY BEFORE USING OUR SERVICES. THE ACCEPTABLE USE, EMAIL RETENTION AND DMCA POLICIES SET FORTH BELOW CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND WOW! INTERNET, CABLE AND PHONE ("WOW!"). IN ORDER TO USE THE WOW! SERVICES, YOU MUST READ, UNDERSTAND AND AGREE TO ABIDE BY THIS POLICY. WOW! MAY REVISE, AMEND OR RESTATE THIS POLICY FROM TIME TO TIME BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE WOW! WEBSITE AT HTTP://WWW.WOWWAY.BIZ (OR ANY SUCCESSOR URL(S)). REVISED, AMENDED OR RESTATE POLICIES ARE EFFECTIVE IMMEDIATELY UPON POSTING. ACCORDINGLY, CUSTOMERS AND USERS OF THE WOW! SERVICES SHOULD REGULARLY VISIT OUR WEBSITE AND REVIEW THIS POLICY TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION.

BY ESTABLISHING AN ACCOUNT OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS POLICY AND OTHER POLICIES ADOPTED BY WOW!, AS AMENDED AND REVISED FROM TIME TO TIME. THIS POLICY APPLIES TO CUSTOMERS RECEIVING SERVICE THROUGH COMMERCIAL ACCOUNTS. COMMERCIAL CUSTOMERS ARE SUBJECT TO THE FURTHER TERMS CONTAINED IN THE BUSINESS CUSTOMER AGREEMENT AND THE BUSINESS CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS (THE "BUSINESS TERMS"), AND OTHER POLICIES ADOPTED BY WOW!.

A. ACCEPTANCE

1. YOU AGREE TO ADHERE TO THE POLICIES AND TO REFRAIN FROM THE EXAMPLES OF PROHIBITED CONDUCT, SET FORTH BELOW:

2. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO WOW! THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY; AND

3. IF YOU DO NOT AGREE TO ABIDE BY THIS POLICY PLEASE DO NOT USE OUR SERVICES.

B. ACCEPTABLE USE POLICY

A. Customer must use the Service in a manner that is ethical and in conformance with prevailing community standards. WOW! shall have the sole and non-reviewable right to determine whether Customer’s use violates this standard.

B. Customer must use the Service in a manner that respects the integrity of our system and all components thereof. Customer will not use or allow others to use the Service to disrupt WOW!’s network or equipment, or equipment owned by other WOW! customers. For example, Customer agrees not to: (i) use or allow others to use the Service to disrupt other Internet Service Providers’ service, including but not limited to by e-mail bombing or the use of mass mailing programs; (ii) access or attempt to access other users’ systems; (iii) disrupt others’ use of the network; (iv) damage or change WOW!’s or other users’ computer hardware or software in any way, whether directly or indirectly.

C. Customer must use the Service in a manner that does not create routing patterns that are inconsistent with the effective use of a shared network. WOW! shall have the sole and non-reviewable right to determine whether Customer’s use violates this standard.

D. Customer shall not use the WOW! equipment or the Service, directly or indirectly, for any unlawful purpose. For example, Customer shall not use the Service to: (i) post, store, disseminate or transmit through the Service any information, data or material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright, trademark or other intellectual property rights), that is unlawful, threatening, abusive, obstrusive, harassing, libelous, invasive of privacy or publicity rights, or in the circumstances would be obscene, pornographic or indecent, constitutes hate speech or is otherwise objectionable, violent, offensive, embarrassing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate (regardless of whether this material or its dissemination is unlawful), or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; (ii) engage in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software; (iv) engage in or promote gambling contrary to any laws, or display or promote any type(s) of intoxicant, alcoholic beverage, cigarettes or illegal substance contrary to any laws; (v) export encryption software over the Internet or otherwise, to points outside Canada or the United States, contrary to any export control laws; (vi) advertise, transmit, store, post, display, or otherwise make available child pornography or other forms of illegal pornography or obscene speech or material. WOW! shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through WOW!’s Services; (vii) advocate, promote or provide assistance in carrying out violence or any other unlawful activity against any persons, animals or any governments, businesses or other entities; (viii) describe or display a weapon, or parts of weapons, or manuals for assembling any weapon.
including but not limited to firearms, ammunition, explosives, grenades, bombs and caustic or other
dangerous substances contrary to any laws; and (ix) promote products or services that involve a
significant risk of death or injury to any persons, or damage to business or other entities or property.

Customer also shall not link Customer’s home page to material or content that violates the Service’s
Acceptable Use Policy or as specified by rules that WOW! may, from time to time, promulgate to
govern Customer conduct. WOW! shall have the sole and unreviewable right to determine whether
content violates these standards.

E. The Service is for use only at Customer’s specified business service location(s). Customer may
not make the Service available to anyone other than Customer’s business or Customer’s business’
authorized employees, contractors, or other authorized users (i.e. members of the public, customers
of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment
building) unless done with WOW!’s written approval in accordance with an applicable Business
Customer Agreement. Unless otherwise allowed by WOW!’s agreement with you, Customer shall not
resell or otherwise offer or make the Service available to other users, locations or tenants, and shall not
charge others to use the Service, in whole or in part, directly or indirectly, or on a bundled or unbundled
basis. Customers are specifically prohibited from permitting other users and/or locations to access the
WOW! Internet service, whether through wireless or other means. Customers may not connect the
WOW! Equipment to any computer outside of Customer’s business service location(s).

F. Customer shall not utilize excessive “bandwidth” (i.e. volume of data transmitted or received) arising
out of the Service at any time and on an on-going basis. WOW! reserves the right to suspend or
terminate Service accounts where data consumption is not characteristic of a typical commercial user
of the Service as determined by the company in its sole discretion, or where it exceeds published
data consumption limitations. Customer must comply with all current bandwidth, data storage, and
other limitations on the Service established by WOW! Customer must ensure that Customer’s activity
(including, but not limited to, use made by Customer or others of any personal Web features) does not
improperly restrict, inhibit, or degrade any other user’s use of the Service, nor represent (in the sole
judgment of WOW!) an unusually large burden on the network. In addition, Customer must ensure that
Customer’s activities do not improperly restrict, inhibit, disrupt, degrade or impede WOW!’s ability to
deliver the Service and monitor the Service, backbone, network nodes, and/or other network Services.
Violation of this policy may, at WOW!’s option, result in termination, suspension or limitation of Service,
imposition of excessive bandwidth usage charges and/or imposition of limitations or restrictions on
Customer’s bandwidth usage, as more particularly described in the Business Customer Agreement.

G. Neither WOW! nor any of its affiliates, suppliers, or agents have any obligation to monitor transmis-
sions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message
transmissions as well as materials available on online storage features such as websites and servers)
made on the Service. However, WOW! and its affiliates, suppliers, and agents have the right to monitor
these transmissions and postings from time to time for violations of this Policy and to disclose, block,
or remove them in accordance with this Policy, the Business Customer Agreement, and applicable law.

H. Customer may not use the Service for spamming. This includes but is not limited to the following
activities:

• Sending bulk unsolicited messages
• Sending e-mails which provoke complaints from the recipients
• Sending junk email
• Using distribution lists that include people who have not given their permission to be included in
such a distribution process
• Posting commercial ads to Usenet groups that do not permit them
• Posting articles that contain binary encoded data to non-binary newsgroups
• Sending excessive and repeated off-topic messages to newsgroups
• Sending excessive and repeated cross-postings
• Harassing other Internet users including but not limited to transmitting any threatening, libelous or
obscene materials.
• Posting or transmitting charity requests, petitions for signatures, chain letters or letters relating to
pyramid schemes or contests, or any other duplicative or unsolicited messages (commercial or
otherwise).
• Posting or transmitting through the Service any material that constitutes or contains advertising or
any solicitation with respect to products or service.
• Maintaining an open SMTP relay

I. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail,
whether or not the e-mail is commercial in nature, are prohibited.

J. Customer will not use, nor allow others to use, the Service to intentionally transmit computer “viruses,”
worms, “Trojan horses” or other harmful software programs and Customer will use Customer’s best
efforts to prevent the unintentional transmission of such viruses or other harmful software.
K. Customer will not impersonate another user, falsify one’s user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customer will not forge any message header of any electronic transmission, originating or passing through the Service, or perform any other similar fraudulent activity.

L. Customer must respect the property rights of others, including those conferred by copyright, trademark and other laws that protect intellectual property rights. Except as allowed by applicable law, Customer shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. Customer may upload public domain materials and is responsible for and assumes all risks with respect to the determination of whether materials are in the public domain.

Customer shall at all times adhere to WOW!’s DMCA Policy and Procedure for Making Claims of Copyright Infringement.

Except as expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material will be permitted without the express prior written consent of WOW! and, where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution or copyright notice shall be made.

M. Customer will not access any other person’s computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for Customer, logging into or making use of a server or account Customer are not expressly authorized to access, or probing the security of other hosts, networks, or accounts. Customer will not engage in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity)

N. Customer will not use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited.

O. Customer will not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any WOW! (or WOW! supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any WOW! facilities used to deliver the Service.

P. Customer will not distribute programs that remove locks or time-outs built into software (cracks).

Q. Customer will not initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme.

R. Customer will not participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity.

S. Customer will not collect responses from unsolicited messages.

T. Customer will not service, alter, modify, or tamper with the WOW! equipment or Service or permit any other person to do the same who is not authorized by WOW!.

U. Customer will not connect the WOW! equipment to any computer outside of Customer’s authorized business locations.

V. Customer will not collect, or attempt to collect, personal information about third parties without their consent.

W. Customer will not interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to “crash” a host.

X. Customer will not violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that Customer accesses.

Y. Customer is fully responsible for Customer’s account and is responsible for any misuse of the Service, even if the misuse was committed by an employee, a contractor, customer or guest with access to Customer’s Service account. Customer is solely responsible for the security of any device Customer chooses to connect to the Service, including any data stored or shared on that device. Customer is responsible for maintaining the confidentiality of all Service logins and passwords. It is also Customer’s responsibility to secure the Customer Equipment and any other service location(s) equipment or programs not provided by WOW! that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

Z. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only
in those newsgroups whose charts or FAQs explicitly permit them. Customer is responsible for determining the policies of a given newsgroup before posting to it. WOW! reserves the right to discontinue access to any newsgroup at any time for any reason.

AA. Unless otherwise allowed by WOW!‘s agreement with you, Customer will not run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of Customer’s Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers.

BB. Users alone are responsible for the contents of their instant, video and audio messages and the consequences of any such messages. WOW! assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant, video or audio messages. WOW! assumes no responsibility for ensuring that all content made available through the Web Hosting Services is appropriate for those who may have access to it. For example, Customer must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. WOW! reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this Policy. For purposes of this Policy, “material” refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. WOW! may remove or block content contained on your business’ Web Hosting Services and terminate its Web Hosting Services and/or your business’ use of the Service if we determine that your business has violated the terms of this Policy.

EE. Customer must agree and adhere to the Digital Content License Agreement, which applies with respect to WOW!‘s provision in connection with the Services of certain objects including their API’s as well as images, photographs, templates, animations, video, audio, music, text and “applets”, and “online” or electronic documentation.

FF. WOW! provides the Service for use in your business. Because WOW! provides the systems to deliver the Service to you, there are some things that your business can do using the Service that are directly attributable to WOW! and affect its reputation. For example, if your business uses the Service to send spam (or what spam reporting services or recipients classify as spam) or uses the Web Hosting Services for an improper purpose such as phishing, these activities may affect WOW!’s reputation because of its ownership of the IP addresses associated with the Service. These activities also violate this Policy. WOW! reserves the right to suspend or terminate Service accounts when your business’ use of the Service or any of its features, such as Web Hosting Services, negatively impacts WOW!’s reputation as determined in its sole discretion. For example, any use of the Service or its features that results in your business’ Service account, or any associated WOW! information, being listed on, for example, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in WOW! suspending or terminating your business’ Service account.

GG. Customer shall not use the Service to provide instructions to others with respect to any prohibited activities described in this Policy, or to otherwise use the Service to facilitate a violation of this Policy, including advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

HH. The Service shall not be used in any other manner, whether lawful or unlawful, that WOW! in its sole discretion determines to be harmful to its customers, operations, network, system, services, reputation, goodwill or customer relations.

C. EMAIL AND EMAIL RETENTION POLICY

1. General Policy.

WOW! reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of “spam” or otherwise unsolicited bulk email, anti-virus mechanisms, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of WOW! may affect the performance of the Service. WOW! reserves the right to enforce limits on specific features of the Service including, without limitation, email storage (including deletion of dormant or unchecked email).
### Email

<table>
<thead>
<tr>
<th>Email boxes</th>
<th>Number of boxes depends on customer package.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size of mail boxes</td>
<td>1 GB per email mailbox</td>
</tr>
<tr>
<td>Dormant mailbox deleted (1)</td>
<td>At 7 months (210 days)</td>
</tr>
<tr>
<td>Maximum attachment size</td>
<td>Customers @sigecom.net or @wowway.biz: 25MB Customers with own domain name: 50MB</td>
</tr>
</tbody>
</table>

### Message rules

<table>
<thead>
<tr>
<th>Action</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inbox</strong></td>
<td></td>
</tr>
<tr>
<td>Read</td>
<td>Delete Delete at time of account deactivation</td>
</tr>
<tr>
<td>Unread (2)</td>
<td>Delete After 120 days</td>
</tr>
<tr>
<td>Drafts</td>
<td>Delete Delete at time of account deactivation</td>
</tr>
<tr>
<td>Junk Folder</td>
<td>Delete After 14 days</td>
</tr>
<tr>
<td>Trash</td>
<td>Delete After 14 days</td>
</tr>
<tr>
<td>Sent</td>
<td>Leave message on server On by default</td>
</tr>
<tr>
<td>Sent that is on server</td>
<td>Delete Delete at time of account deactivation</td>
</tr>
<tr>
<td>Rate limiting for webmail(3)</td>
<td>300 emails per day</td>
</tr>
<tr>
<td>Rate limiting for Outlook(3)</td>
<td>2000 emails per day</td>
</tr>
</tbody>
</table>

(1) Dormant Mailbox Deleted: When a user does not read or send an email message for at least 210 days their mailbox is subject to deletion without notice. All associated content including but not limited to messages, calendar items, and address book will also be subject to deletion. New messages sent to a dormant mailbox that has been deleted will be returned as undeliverable.

(2) Unread Message Retention in Inbox: Messages that remain in the Inbox on the server, marked as unread, for more than 120 days after receipt are subject to deletion without notice.

(3) These thresholds are guidelines only, and are subject to change by WOW! without notice.

2. Policy Changes.

WOW! may revise, amend or restate this policy from time to time by posting a new version on the WOW! web site at http://www.wowway.biz (or any successor url(s)). Revised, amended or restated policies are effective immediately upon posting. Accordingly, customers and users of the WOW! Internet service should regularly visit our web site and review this policy.

3. Limitation of Liability.

Notwithstanding anything contained in this email retention policy (as it may be amended or restated from time to time), WOW! and its suppliers reserve the right at all times to delete a customer’s email, files, or other information that is stored on WOW!’s or its suppliers’ servers or systems. Customer understands and acknowledges that WOW! shall have no liability whatsoever as a result of the loss or removal of any such email, files, or other information.

D. DMCA POLICY AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

WOW! requires that all Customers and users of the Service comply with U.S. copyright and related laws. It is WOW!’s policy in accordance with the Digital Millennium Copyright Act (the “DMCA”) and other applicable laws to reserve the right to terminate in appropriate circumstances the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who WOW! believes in its sole discretion is infringing these rights. WOW! may terminate the Service at any time with or without notice for any affected customer or user. These policies do not affect any other rights WOW! may have under law or contract.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the DMCA to report alleged infringements. Pursuant to the DMCA, you may file a Notification of claimed infringement with the Designated Agent of WOW! If you believe that your rights under U.S. copyright law (See Title 17, United States Code, Section 512(c)(3)) have been violated. The DMCA provides the following procedure for parties to follow who wish to file a Notification of claimed infringement with WOW!.

To serve a Notification on WOW!, send your Notification to:

**Name of Designated Agent to Receive Notification:** Dave Walden

**Address to Which Notification Should Be Sent:** 1674 Frontenac Road, Naperville, Illinois 60563
Telephone Number of Designated Agent: 630-536-3100
Facsimile Number of Designated Agent: 630-536-3108
Email Address of Designated Agent: abuse@wideopenwest.com

**CONTENTS OF NOTIFICATION**

In order to be effective under the DMCA, the Notification must (i) be in writing, and (ii) provided to the Designated Agent of WOW!.

In order for such a complaint to be effective under the DMCA, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information described in 1 through 6 above, WOW! will, in accordance with applicable law:

1. Remove or disable access to the material that is alleged to be infringing; and
2. Take reasonable steps to promptly notify the subscriber that it has removed or disabled access to the material.

**CONTENTS OF COUNTER NOTIFICATION**

If a notice of copyright infringement has been filed against you, you may file a Counter Notification with WOW!’s Designated Agent. In order to be effective, a Counter Notification must be written and include substantially the following:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber’s name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber’s address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, WOW! will, in accordance with applicable law:

1. Promptly provide the complaining party with a copy of the Counter Notification; and
2. Replace the removed material or cease disabling access to the material within 10 to 14 business days following receipt of the Counter Notification, unless WOW!’s Designated Agent first receives notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringing party from engaging in infringing activity relating to the material on WOW!’s system or network.

**NOTE:** Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees. See Title 17, United States Code, Section 512(d).

**NOTE:** The information on this page is provided to you for informational purposes only, and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you should consult an attorney.

**E. LIMITATION OF LIABILITY AND INDEMNITY**

(a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL WOW!, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, THE “WOW! ENTITIES” AND EACH, A “WOW! ENTITY”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER,
INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE WOW! ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH WOW!'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES.

(b) CIRCUMSTANCES MAY ARISE IN WHICH YOU ARE ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE WOW! ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE WOW! ENTITIES FOR DAMAGES IS LIMITED TO THE LESSER OF (A) THE AMOUNT ACTUALLY PAID TO WOW! BY YOU UNDER THIS AGREEMENT DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED OR (B) THE SUM OF FIVE DOLLARS ($5.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY WOW! HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE THE WOW! ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS PARAGRAPH.

(c) YOU HEREBY ACKNOWLEDGE AND AGREE THAT WOW! AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DELAY, OUTAGES OR INTERRUPTIONS OF THE SERVICES. FURTHER, WOW! SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, WHERE SUCH DELAY OR FAILURE RESULTS FROM ANY ACT OF GOD OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ANY MECHANICAL, ELECTRONIC, COMMUNICATIONS OR THIRD-PARTY SUPPLIER FAILURE).

(d) YOU HEREBY RELEASE AND HOLD HARMLESS, AND AGREE TO INDEMNIFY, THE WOW! ENTITIES AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, SUITS, LIABILITIES, DAMAGES, SETTLEMENTS, PENALTIES, FINES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION EXPENSES) INCURRED BY THE WOW! ENTITIES, ARISING OUT OF OR RELATING TO (A) YOUR VIOLATION OR BREACH OF ANY TERM, CONDITION, REPRESENTATION OR WARRANTY OF THIS AGREEMENT, OR ANY APPLICABLE POLICY OR GUIDELINE; (B) YOUR USE THE SERVICES; OR (C) YOUR VIOLATION, ALLEGED VIOLATION, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT (INCLUDING, WITHOUT LIMITATION, TRADEMARK, COPYRIGHT, PATENT, TRADE SECRETS) OR NON-PROPRIETARY RIGHT OF A THIRD PARTY (INCLUDING, WITHOUT LIMITATION, DEFAMATION, LIBEL, VIOLATION OF PRIVACY OR PUBLICITY).

(e) You are hereby notified that the WOW! Entities are intended third-party beneficiaries of this Agreement, with a right of enforcement of the exclusions and limitations of liability and the indemnities contained in this Agreement.

F. DISCLAIMER

THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. WOW! DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALTHOUGH WOW! WILL USE COMMERCIAL REASONABLE MEASURES TO MAINTAIN THE SECURITY OF THE SERVICES, WOW! ASSUMES NO RESPONSIBILITY FOR THE EFFECTIVENESS OF THESE SECURITY MEASURES PROVIDED BY WOW!.

G. CONSEQUENCES FOR ENGAGING IN PROHIBITED CONDUCT AND OTHER POLICY VIOLATIONS.

In the event that you or any user of your account engage in any of the activities above or otherwise use the Service in a way that WOW!, in its sole discretion, believes violates WOW!’s Acceptable Use or other policies, WOW! may: (i) take any responsive actions that it deems appropriate, including temporary or permanent removal of content, temporary or permanent blocking of websites, and/or the immediate suspension or termination of all or any portion of the Services, and (ii) recover costs and expenses from you for any harm caused to WOW! or its suppliers. WOW! and its agents and suppliers will have no liability for any these responsive actions. IN THESE CASES, TERMINATION OR OTHER CHARGES MAY APPLY, AS MORE PARTICULARLY DESCRIBED IN THE BUSINESS CUSTOMER AGREEMENT.

WOW! further reserves the right to investigate suspected violations of its policies. Customer expressly authorizes WOW! to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this policy. This cooperation may include: (i) WOW! providing available personally identifiable information about Customer to law enforcement or system administrators, including, but not limited to, user name, subscriber name, and other account information; and (ii) temporary or permanent blocking of certain websites. Upon termination of Customer’s account, WOW! is authorized to delete any files, programs, data and e-mail messages associated with Customer’s account.

The failure of WOW! or its suppliers to enforce its policies, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Customer agrees that if any portion of a WOW! policy (including the Acceptable Use Policy, Email Retention Policy and/or DMCA Policy) is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

H. MODIFICATION OF POLICIES.
CUSTOMER AGREES AND ACKNOWLEDGES THAT WOW! MAY FROM TIME TO TIME AMEND, REVISE OR
RESTATE THIS AGREEMENT AND/OR ANY OTHER POLICIES THAT APPLY TO ITS SERVICES. CUSTOMER
SHALL BE NOTIFIED OF ANY AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC,
WRITTEN OR OTHER MEANS. FOR EXAMPLE, WE MAY NOTIFY YOU OF SUCH CHANGES BY U.S. OR
OVERNIGHT MAIL, BY HAND DELIVERY (E.G., AT THE TIME OF INSTALLATION OF SERVICE), BY SENDING
YOU AN EMAIL OR BY POSTING THE CHANGE ON OUR WEBSITE AT HTTP://WWW.WOWWAY.BIZ/ (OR
AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU AGREE THAT ANY ONE OF THE FORGOING
MEANS OF NOTIFICATION IS SUFFICIENT. ANY AMENDMENT, REVISION OR RESTATEMENT OF THIS
AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY UPON THE GIVING OF SUCH NOTICE. CUSTOMER’S
CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF
THE AMENDED, REVISED OR RESTATED AGREEMENT AND ITS TERMS AND CONDITIONS. BECAUSE WE
MAY FROM TIME TO TIME USE THE METHODS DESCRIBED ABOVE TO NOTIFY YOU ABOUT IMPORTANT
INFORMATION REGARDING THIS AGREEMENT AND OUR POLICIES, SERVICES AND RELATED MATTERS,
YOU AGREE TO REGULARLY CHECK YOUR POSTAL MAIL, E-MAIL, AND ALL POSTINGS ON OUR
WEBSITE AT WWW.WOWWAY.BIZ (OR AT AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU
UNDERSTAND AND ACKNOWLEDGE THAT YOU BEAR THE RISK OF FAILING TO DO SO.

REVISED AND EFFECTIVE: NOVEMBER 1, 2011
WOW! INTERNET - TERMS OF SERVICE

PLEASE CAREFULLY READ THE FOLLOWING STATEMENT OF TERMS AND CONDITIONS (THE "TERMS" OR THE "AGREEMENT"). THESE TERMS IDENTIFY THE RIGHTS AND OblIGATIONS OF THE PARTIES WITH REGARD TO THE INTERNET SERVICE DELIVERED BY WOW! TO ITS CUSTOMERS, AND INCLUDE PROVISIONS REGARDING PRICING, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY AND BINDING ARBITRATION OF DISPUTES. IN THE AGREEMENT BELOW, WE REFER TO THE OPERATING COMPANY SUBSIDIARY OF WOW! INTERNET, CABLE AND PHONE THAT OWNS AND/OR OPERATES THE CABLE TELEVISION SYSTEM IN YOUR AREA PURSUANT TO A CABLE TELEVISION FRANCHISE WITH THE STATE OR LOCAL FRANCHISING AUTHORITY AS "WOW!", "WE", "US" OR "OUR" AND YOU AS THE "CUSTOMER", "YOU" OR "YOUR." BY ESTABLISHING AN ACCOUNT OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS (INCLUDING ANY AMENDED, REVISED OR RESTATED TERMS) AND TO USE THE SERVICE IN COMPLIANCE WITH THE TERMS, AND ANY ACCEPTABLE USE POLICY AND OTHER POLICIES ESTABLISHED BY WOW!. FOR CUSTOMERS RECEIVING SERVICE THROUGH COMMERCIAL ACCOUNTS, BULK ARRANGEMENTS OR SIMILAR MEANS, SOME OF THE TERMS AND POLICIES MAY NOT APPLY TO YOU, DEPENDING UPON YOUR SPECIFIC AGREEMENT WITH WOW!. BUSINESS CUSTOMERS ARE SUBJECT TO THE FURTHER TERMS CONTAINED IN THE BUSINESS CUSTOMER AGREEMENT AND THE BUSINESS CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS (THE "BUSINESS TERMS"), WHICH BUSINESS TERMS CONTROL IN THE EVENT OF A CONFLICT WITH THESE TERMS OF SERVICE.

1. Subscription to Service. WOW! provides its Internet services, as they may exist from time to time ("Service(s)"), to users who establish an authorized account ("Account") and pay a monthly service fee to subscribe to the Service. BY ESTABLISHING AN ACCOUNT OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS (INCLUDING ANY AMENDED, REVISED OR RESTATED TERMS) AND TO USE THE SERVICE IN COMPLIANCE WITH THESE TERMS, ANY ACCEPTABLE USE POLICY AND OTHER POLICIES ESTABLISHED BY WOW!. If you do not agree to these terms and conditions, including any future revisions, you may not use the Service and if you are a current Customer, you must immediately notify WOW! and terminate your use of the Service. WOW! customers subscribe to either WOW! Internet Service (for residential use only) or WOW! Business Service. In each case, Customer’s use of the applicable Service is subject to the further terms and conditions contained within any applicable Customer Agreement, sales order form and, for business customers, the Business Customer Agreement General Terms and Conditions (the "Business Terms"). In the event of a conflict between the terms and conditions set forth herein and the applicable Customer Agreement, sales order form and/or Business Terms, the terms of the Customer Agreement, sales order form and/or Business Terms shall control.

2. Changes to Service. WOW! shall have the right at any time to change, modify, discontinue or delete any aspect, feature or requirement of the Service, including but not limited to pricing, content, hours of availability, Internet speeds, network management practices, security features and equipment needed for access to and use of the Service. WOW! further has the right to add to or modify any rules, terms and conditions governing use of the Service at any time. An online version of this Agreement, and any policies or price list(s), as so changed from time to time, will be accessible at http://www.wowway.com/ or another online location as designated by WOW!. To the extent required by applicable law, WOW! will provide you with notice of the new or changed terms or prices by written, electronic or other means in our discretion (for example, we may notify you of such change by U.S. or overnight mail (e.g., in your billing statement), by hand delivery (e.g., delivery of our user guide at the time installation), by sending you an email or by posting the changed term or price, or a revised version of the policy or terms on our website at http://www.wowway.com/). You agree that any one of the foregoing will constitute sufficient notice. Your continued use of the Service, will be deemed to constitute your acceptance of the new or changed terms and conditions. From time to time use the methods described above to notify you about important information regarding the Services, this Agreement, and related matters, you agree to regularly check your postal mail, e-mail, and all postings on our website at www.wowway.com (or at an alternative site as designated by WOW!). You understand and acknowledge that you bear the risk of failing to do so.

3. Customer Representations and Warranties. Customer represents and warrants that:

A. Customer (or Customer’s authorized representative and each end user of Customer’s Account) is at least 18 years of age; provided, however, Customer may, at its or her discretion, permit minors to use
the Service under adult supervision. Customer has provided and will continue to provide to WOW! accurate, complete, and current Customer information, including but not limited to Customer’s legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of this Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of this Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of this Agreement.

B. Customer will comply with all export and re-export control laws, including but not limited to the Export Administration Act, the Arms Export Control Act and their implementing regulations, and Customer will not transfer, by electronic transmission or otherwise, any content derived from the Service to either a foreign national or a foreign destination without first obtaining any required government authorization. Customer further agrees not to upload to the Service any data or software that cannot be exported without prior written government authorization. The terms “export” and “re-export” mean transferring or releasing technology to another country or to a national of another by any means - physical, electronic or otherwise. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals.
C. Customer is responsible in all respects (including all payment obligations) for all use of Customer’s Account in all circumstances, including under any screen name or password by any person. Customer is responsible for protecting the confidentiality of Customer’s passwords. Customer will ensure that all use of Customer’s Account complies fully with the provisions of these Terms and any operating rules that may be promulgated from time to time by WOW!, and all use by others of Customer’s Account is subject to the terms hereof. Customer shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the Service and/or the WOW! Equipment by Customer or by any other user of the Service. Customer agrees to indemnify, defend and hold harmless WOW! and its affiliates and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Service and/or the WOW! Equipment or the breach of this Agreement by Customer or any other user of the Service.

4. Uncensored Feed. Customer understands that the Service provides an uncensored feed from the Internet and that WOW! does not control, and assumes no responsibility for, content on the Internet or posted by a Customer. Customer acknowledges that there is some content and material on the Internet or otherwise available through the Service which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate your protected rights or those of others. We assume no responsibility for this content or material. All content and material accessed by you or others through the Service is accessed and used by you or such others at their own risk, and NEITHER WOW! NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. WOW! reserves the right (but does not assume the obligation) to immediately block the content of any website that it determines in its discretion contains content that violates federal, state or local law, including websites that depict child pornography. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of such programs.

5. Eavesdropping. Our facilities are used by numerous persons or entities including, without limitation, other subscribers to the Service. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of the Service. Any sensitive, confidential or personally identifiable information posted, stored, transmitted (for example, by email) or disseminated by you is done so at your sole risk, and neither WOW! nor its affiliates, suppliers or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of these programs.

6. File Sharing. WOW! recommends that Customer leave File and Print Sharing services turned off. If Customer leaves File and Print Sharing ON, it is possible that other users can access Customer's machine while Customer is on the Internet. Customer hereby acknowledges and agrees that the Customer assumes all risk associated with "file sharing", and that WOW! and its affiliates, suppliers or agents shall have no liability whatsoever for any claims, losses, damages, actions, suits or proceedings arising out of or otherwise relating to such use by the Customer.

7. FTP/HTTP. You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer’s Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither WOW! nor its affiliates, suppliers or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to the Customer Equipment or other equipment of yours.

8. Internet Speeds. WOW! makes no representation regarding the speed of the Internet Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

A. Customer must (i) provide WOW! with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) promptly report to WOW! all changes to this information. Customers are responsible for any charges to their Account.
B. Customer agrees to pay for the Service that he or she has subscribed to, including applicable charges for installation, service, equipment rental and all applicable local, state or federal fees or taxes, however designated. Monthly charges for the Service are set forth on a separate price list or sales order form ("Price List") and are subject to change in the future.
C. Pricing Policy: All of our prices are subject to change. Prices and price guarantees exclude taxes and
Internet Terms and Conditions

D. Service charges will be billed monthly in advance and are payable on the due date specified on the bill. WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us.

If you make payment by check, you authorize WOW! to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), releases, or other statements on or accompanying checks or other payments accepted by WOW! and that any such notations shall have no legal effect.

E. In the event Customer pays WOW! an amount in excess of the amount due for the current billing period cycle, Customer agrees that WOW! will apply the overpayment to the Customer’s next monthly billing statement. If a billing dispute occurs, Customer has thirty (30) days from the date of receipt of the bill to register a written dispute with WOW!. Customer should send billing disputes to: WOW! Internet & Cable, Attn: Billing Disputes, P.O. Box 63000, Colorado Springs, CO 80962-3000. Failure to object to a billing statement in writing within the 30-day period constitutes Customer’s exclusive acceptance of the accuracy of the billing statement. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will WOW! be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction.

F. Customer must pay all monthly charges for the Service, along with all other WOW! services (cable television and/or phone), on or before the due date stated on the monthly bill. IN ADDITION, WOW! MAY REQUIRE THAT, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, CUSTOMER PAY THE FIRST MONTH’S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES. Failure to deliver payment by the due date is a breach of Customer’s agreement with WOW! and may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of a late fee or service charge. This individual breach causes WOW! to suffer damages in an amount that is difficult to ascertain with certainty. WOW! has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a liquidated damages late fee amount. The current late fee is listed in the Price List or can be provided upon request. WOW! reserves the right to change the late fee amount at any time in the future. An additional charge may be imposed if a check or other form of payment (including bankcard and credit card charge backs) is not honored due to insufficient funds or credit. In the event collection activities are required, a collection charge (as determined by WOW! in its sole discretion), in addition to all expenses and fees (including collection agency fees, attorney fees and court costs) incurred by WOW! will be paid by Customer.

WOW! does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments.

G. Delinquent accounts may be suspended or canceled at WOW!’s sole discretion; however, charges will continue to accrue until the account is canceled. If Customer discontinues the Service or the Service is discontinued for non-payment, Customer will be required, in addition to payment of all overdue balances, to pay a reconnect charge or trip charge (where applicable) before reconnection.

H. WOW! shall charge all amounts payable by you to WOW! pursuant to this Agreement to your credit card or bank account in accordance with the information provided by you. By providing a credit card number to us or establishing a recurring bank charge, you authorize us to continue charging the credit card or bank account for all monthly fees (including without limitation monthly service fees and equipment charges, as well as applicable taxes and fees) payable to WOW!, and any other charges incurred by you and payable to WOW! pursuant to this Agreement. You agree that WOW! is not liable for any NSF, overdraft or other charges related to any charge against your credit card or bank account. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month for which the charges relate. You warrant that you are either the authorized signatory on the credit card or bank account placed with us, or you have secured permission from the authorized signatory on the credit card or bank account to allow us to charge amounts to the authorized signatory’s credit card or bank account in accordance with this Agreement. You agree to inform us immediately of any change in credit card or bank account information (including without limitation a change in credit card expiration date). Your card issuer agreement governs use of the credit card in connection with the Service, and you must refer to that agreement with respect to your rights.
and liabilities as a cardholder. If WOW! does not receive payment from your credit card issuer or its agents or your bank account, you agree to pay all amounts due upon demand by us.

I. The Service will allow you to access the Internet, content providers, providers of services, on-line services and other information. You acknowledge that you may incur charges on account of such access or usage through the Service separate and apart from the amounts charged by us. In addition, you may incur charges as a result of accessing on-line services or purchasing or subscribing to other offerings via the Internet or otherwise. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided in connection with such transactions.

J. WOW! shall have the right, upon reasonable prior notice and during Customer’s normal business hours, and subject to any reasonable security requirements, to audit Customer’s use of the Service, to ensure Customer’s compliance with these Terms and any applicable Customer Agreement. In the event that WOW!’s audit reveals that Customer’s usage of the Service exceeds Customer’s rights hereunder or under any applicable Customer Agreement, WOW! may charge to Customer an amount equal to one and a half times the Service charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay WOW!’s then-current fees for such additional usage.

K. Customer will be liable for all use of the Services and for any and all stolen Services or unauthorized use of the Services. Customer agrees to notify WOW! immediately in writing or by calling our customer service line during normal business hours if Customer becomes aware at any time that the WOW! Equipment is stolen or that the Services are being stolen or used without Customer’s authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft or unauthorized use of the Services. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you.

10. Equipment and Software.

A. In order to provide Service, WOW! must install in and upon the Customer premises certain equipment (the “Equipment”), including, but not limited to, the cabling and related splitters, cable modems provided by WOW!, and other cable-related apparatus and Software provided by WOW! (excluding equipment purchased or owned by Customer). Customer acknowledges that the use of the Service may also periodically require updates and/or changes to the Equipment and/or Software. Customer will allow WOW! and/or its agents: (i) reasonable access to Customer’s premises (including access to any Inside Home Wiring and other equipment owned by Customer) to install, operate, repair, replace, upgrade, alter and/or maintain any WOW! facilities or Equipment and perform any functions required in order to deliver the Services; (ii) upon the termination of Service, to remove any WOW! Equipment from the premises (it being understood that WOW!’s failure to remove its property shall not be deemed an abandonment thereof); and (iii) in its discretion, to use for the provision of WOW!’s Services any existing cable wiring, conduit and/or other devices installed upon the premises. Customer acknowledges that it will be solely responsible for any and all costs of installation. Customer agrees not to use WOW! Equipment for any purpose other than to use the Services in accordance with this Agreement.

B. Customer understands and agrees that use of the Service requires certain equipment provided by the Customer such as a personal computer, cable modem (which can also be leased from WOW!) and an appropriate operating system (“Customer Equipment”). If you purchase your own cable modem, it must meet the DOCSIS compatibility requirements established by CableLabs, WOW!, and its underlying providers. WOW! reserves the right to provide the Service only to the extent that you use a cable modem compatible with the Service. Whether the cable modem is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in the cable modem at any time that we, in our sole discretion, determine is necessary or desirable. We may perform these upgrades or changes remotely or on the Premises as we determine in our sole discretion.

C. Customer represents that Customer owns the Customer Equipment or otherwise has the right to use it in connection with the Services. Customer agrees to adequately repair and maintain all of the Customer Equipment (including Inside Home Wiring) so that it does not interfere with the normal operations of WOW!’s Equipment or system. Customer further agrees that it will not attach anything to the Inside Home Wiring or other Customer or WOW! Equipment that degrades WOW!’s cable signal quality or strength, or otherwise impairs the functionality or integrity of WOW!’s Equipment or system. Customer agrees to connect only WOW!-approved equipment to the Service. Customer shall have sole responsibility for protecting all Customer Equipment and software from loss or damage including, but not limited to, power surges, lightning, fire, flood and acts of God. WOW! may charge to Customer standard service charges: (i) to perform modification or recovery of the service or to repair WOW!’s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was caused by Customer (or a third party), or if WOW! finds no fault in its system or Equipment; (ii) to perform modification or recovery of the Service or to repair WOW!’s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was necessitated in whole or in part due to defective, improper, incompatible or inadequately maintained Customer or other third party owned equipment; or (iii) to perform services related to any Customer or third party owned equipment.

WOW! may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered
Service Plan will be available at www.wowway.com, or by calling us at 1-866-496-9669. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer equipment within the home.

D. WOW! shall have no obligation to provide, maintain or service the Customer Equipment. The current minimum technical and other requirements for Customer Equipment (including without limitation required computer hardware) in connection with the Service are posted on the Service’s web site at www.wowway.com or on another web site about which you have been notified. These minimum requirements may be revised by us from time to time. If you proceed with the installation of or use the Service in conjunction with Customer Equipment that does not meet the minimum requirements (a “Non-Recommended Configuration”), you agree that (i) you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the cable modem, and (ii) the following limitation of liability shall apply: NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION CUSTOMER’S COMPUTER, PERIPHERALS, SOFTWARE OR DATA. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS 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 this Agreement.

E. The installation, use, inspection, maintenance, repair and removal of the WOW! Equipment and certain Customer Equipment used in connection with the Service may result in service outage or potential damage to your computer(s) and other Customer Equipment. Except for gross negligence or willful misconduct by us, neither WOW! nor any of its affiliates and agents shall have any liability whatsoever for any damage, loss or destruction to the Customer Equipment (including without limitation your computer(s) and peripherals). In the event of such loss or damage, at our sole discretion we shall pay for the repair or replacement of the damaged parts up to a maximum of $250 and this shall be your sole remedy relating to such activity. In addition, as part of the installation process for the software and other components of the Service, system files on your computer may be modified. WOW! does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s) or cause the loss of files. FOR THESE AND OTHER REASONS, IT IS RECOMMENDED THAT YOU BACK-UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE ASSOCIATED RISKS OF ANY DECISION BY YOU NOT TO DO SO. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. In addition, the opening of your computer may void warranties provided by the computer manufacturer or other parties relating to the computer’s hardware or software. You understand that your computer may need to be opened, either by you or by us or our agents, in connection with the installation or repair of the Service. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST WOW! FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

F. WOW! shall have the right to upgrade, alter or modify the WOW! Equipment and Software from time to time through “downloads” from the network or otherwise, to conform the WOW! Equipment and Software to its current network specifications. This may include limitations on the throughput available through individual modems.

G. If Customer is not the owner of the premises upon which WOW! Equipment and Software are to be installed, Customer warrants that Customer has obtained the consent of the owner of the premises for WOW! personnel or its agents to enter the premises and install, operate and maintain the WOW! Equipment. Customer agrees to indemnify and hold WOW! harmless from any claim resulting from a breach of this warranty.

H. WOW! Equipment. (i) With the exception of the Ethernet card and, except as otherwise provided in any written Customer or other agreement, any residential internal wiring and passive devices connected to that wiring installed in the Customer’s home (which begins at a demarcation point roughly twelve inches outside the point where the wiring enters the Customer’s residence (the “Inside Home Wiring”)), the WOW! Equipment is and at all times shall remain the sole and exclusive property of WOW!, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the WOW! Equipment to the Customer’s residence or otherwise. Upon installation by WOW!, the Ethernet card and, except as otherwise provided in any Customer or other agreement, Inside Home Wiring, shall become and shall remain the sole and exclusive personal property of Customer. (ii) Customer will not open, alter, misuse, tamper with or remove the WOW! Equipment as and where installed by WOW!, and will not remove any markings or labels from the WOW! Equipment indicating WOW! ownership. Customer will safeguard the WOW! Equipment from loss or damage of any kind, and will not permit anyone other than an authorized representative of
WOW! to perform any work on the WOW! Equipment. (iii) Upon termination of the Service, for whatever reason, Customer acknowledges that Customer's right to possess and use the WOW! Equipment shall likewise terminate. In such event, the WOW! Equipment shall be returned to WOW! in the same condition as when received, ordinary wear and tear excepted. (iv) If the WOW! Equipment is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of the WOW! Equipment. If the WOW! Equipment is not returned to WOW! undamaged within ten (10) days after disconnection of Service, Customer will pay WOW! the repair cost or replacement value (as determined by WOW! in its sole discretion) of the WOW! Equipment. Customer agrees to pay such charges whether the WOW! Equipment is lost (through theft or otherwise), damaged or destroyed. WOW! may apply any security deposit to any such obligation of Customer, and collect any remaining balance from Customer. In the event any amount is deducted from the security deposit, the Customer must replace the amount so deducted. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges related to charges by WOW! against Customer's credit card, security deposit or bank account.

I. Software. (i) WOW! grants to the Customer a limited, non-exclusive license to use any required Software, in object code form only, solely for the purpose of connecting Customer's single computer to the Service. This license will permit such use by Customer and any person authorized by Customer to use the Account, under any password or screen name, provided that Customer shall be responsible for all use of the Account. This license will commence upon acceptance of Customer's subscription for the Service and will terminate immediately upon termination of the Service to Customer for any reason. WOW! retains all rights and interests in and to the Software. (ii) Customer is permitted to archive the Software, provided that all such copies contain the same copyright notices and proprietary markings as the original Software. Customer will not engage in, and will not permit, any other 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. (iii) Customer will return to WOW! or destroy all Software and any related written material together with any copies promptly upon termination of the Service to Customer for any reason.

11. Acceptable Customer Use of the Service; Limitations.

A. Customer agrees at all times to adhere to the current WOW! Acceptable Use Policy (AUP), email retention policy, DMCA policy and other applicable policies communicated to you (the "Service Policies"). Upon any violation of the Service Policies by Customer or through use of Customer's Account, WOW!, in addition to all of its other available legal or equitable remedies, may take any responsive actions that it deems appropriate, including: (i) temporary or permanent removal of content, (ii) temporary or permanent blocking of websites, and/or (iii) the immediate suspension or termination of all or any portion of the Service. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that the terms of the Service Policies may be put into effect or revised from time to time without notice by posting a new version of the Service Policy to the WOW! website at www.wowway.com. Accordingly, you and other users of the Service should consult the Service Policies regularly to conform to the most recent version.

B. Customer shall not resell or otherwise offer or make the Service available to other users, locations or tenants, and shall not charge others to use the Service, in whole or in part, directly or indirectly, or on a bundled or unbundled basis. Customers are specifically prohibited from permitting other users and/or locations to access the WOW! Internet service, whether through wireless or other means.

C. Use of the WOW! Equipment or the Service for transmission or storage of any information, data or material in violation of any federal, state or local law or regulation is prohibited. In addition, unless you are subject to a Service plan that expressly permits otherwise, the Service is to be used, and you expressly agree to use it, solely in a private residence, living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house, or the residential portion of a premises which is used for both business and residential purposes. Without limiting the generality of the foregoing, the Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, “web hosting” or other similar applications, for any business enterprise, or as an end-point on a non-WOW! local area network or wide area network.

D. WOW! may provide (in the form of an available download, link to another company website, a CD provided to Customer by WOW!, or otherwise) to Customer for use in connection with the Service or WOW! Equipment certain software that is owned by third parties. Customer agrees to comply with the terms and conditions of use applicable to any software or plug-ins to such software distributed or used in connection with the Service or WOW! Equipment. All such agreements are incorporated in this Agreement by reference. All end user licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service or the WOW! Equipment. WOW! provides no warranty whatsoever for any such software and you agree to indemnify WOW! against and hold WOW! harmless from any claims, expenses, damages or liabilities of any kind related in any way to the download or use of any such third party software.

E. Customer acknowledges that use of the Service does not give Customer ownership or other rights in any Internet/on-line addresses provided to Customer, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes.
F. By using the Service to publish, transmit or distribute material or content, you (i) warrant that the material or content complies with the provisions of this Agreement, (ii) consent to and authorize WOW!, its agents and affiliates to reproduce, publish, distribute, and display the content worldwide, and (iii) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and you agree to indemnify, defend and hold harmless WOW!, its agents and affiliates for any harm resulting from these actions.

G. Title and intellectual property rights to the Service are owned by WOW!, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Service without express prior written consent from WOW! or other owner of such material is prohibited.

H. In addition to any content that may be provided by us, you may access material through the Service that is not owned by WOW!. Any such material may be downloaded from the Service with the consent of any third party copyright owner only for your personal, non-commercial use, and you are not allowed to redistribute that material over any network (other than a residential home network located in the premises) or sell or offer for sale that material. Unless other terms and conditions expressly apply to specific content, you may make: (a) one machine readable copy, (b) one backup copy, and (c) one print copy of any material downloaded from the Service; any other copying, or any redistribution or publication of any downloaded material, including, without limitation, posting to any other online service, must be with the express permission of the relevant copyright holder. In any permitted copying, redistribution or publication of copyrighted material, any changes to or deletion of any copyright notice are prohibited. Other terms, conditions and limitations may apply to your use of any content or material made available through the Service that is not owned by WOW!. You should read those terms and conditions to learn how they apply to you and your use of any non-WOW! content. In all events, you must respect the property rights of others, including those conferred by copyright, trademark and other intellectual property rights. Except as allowed by applicable law, you shall not upload, post or otherwise make available on the Service any material protected by copyright, trademark, or trade secret or other proprietary right without the express permission of the owner thereof. You may upload public domain materials, but you are solely responsible for and assume all risks with respect to the determination of whether materials are in the public domain.

12. Term. Unless you have agreed to a specified term (e.g., as part of your Business Customer Agreement), the term of this Agreement shall commence upon the installation of your Service, and shall continue on a month to month basis thereafter until terminated as provided for in this Agreement or until superseded by revised Terms and Conditions of Subscription.

13. Customer Termination. Except as specifically agreed to in a writing signed by the parties or otherwise provided in this Agreement (e.g., as part of your Business Customer Agreement), the Service and this Agreement shall remain in effect until disconnection of the Service by WOW! occurs as a result of WOW!’s receipt of Customer’s notice of termination. Customer shall give such notice either in writing, or by calling WOW! at 1-866-4WOW-NOW; no other form of notice will be deemed valid.

14. WOW! Termination. If Customer breaches this Agreement or fails to abide by WOW!’s rates, rules, regulations and/or policies, WOW!, at its option and without the giving of notice, may discontinue the Service and remove the WOW! Equipment, and pursue all of its other legal and equitable remedies against Customer. Failure of WOW! to remove its Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney’s fees to WOW! in the event that WOW! shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement. WOW! may terminate its Service immediately in the event that Customer makes an assignment for the benefit of creditors or a voluntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer. Subject to applicable law, WOW! may also terminate this Agreement for any other reason or no reason with notice to Customer. In the event WOW! terminates this Agreement, any fees and charges will accrue through the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. Any prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due WOW! for equipment or other applicable fees and charges). To the extent permitted by law, WOW! may apply any security deposit or credit to offset any amounts due to WOW! before remitting the balance to Customer.

15. Pre-Payments and Security Deposits. WOW!, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Customer understands and agrees that EFT’s cannot be provided solely for security purposes. EFT’s provided for security purposes will also automatically deduct the full balance due on the customer’s account on a monthly basis. By providing a security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to charge against the credit card or EFT or withdraw from any security deposit or account: (i) the repair cost or replacement value (as determined by WOW! in its sole discretion) of all of our Equipment that is not returned to WOW! undamaged within ten (10) business days after disconnection of Service; and (ii) amounts owed for services, fees and other charges. WOW! may charge against the security deposit, if applicable, without notice or review of contents. WOW! in its sole discretion, may deny the Services based upon any security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer’s credit card or EFT for WOW! Equipment, if payment has been timely made for all amounts due on Customer’s account and Customer timely returns our Equipment undamaged.
16. Customer Obligations Upon Termination. Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the Service and the WOW! Equipment, and uninstall and destroy all copies of any software provided to Customer pursuant to this Agreement or otherwise used by Customer to access the Service. Customer will pay in full for the use of the Service and the WOW! Equipment up to the latter of the effective date of termination of this Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. Customer agrees to pay on a pro-rated basis for any use of the Service and/or WOW! Equipment for a part of a month. Customer shall return the WOW! Equipment to WOW!, by any method reasonably requested by us, within ten (10) business days after disconnection of Service. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed to time and may result in an additional fee. In all events, you will ensure the return of all WOW! Equipment to WOW!. If any WOW! Equipment is not returned or is returned damaged, you agree that WOW! may bill you for the repair or replacement of such equipment (as determined by WOW! in its sole discretion), including without limitation charging your credit card or bank account, if applicable. WOW! may also apply any security deposit or credit to offset any amounts due to WOW! (including amounts due for unreturned or damaged equipment) before remitting the balance to Customer. If you are a business services customer, you may also be required to pay an early termination fee.

17. Monitoring and Enforcement; Restrictions on Use.

A. Customer agrees that WOW! (including its authorized suppliers and agents) shall have the right, but not the obligation, to monitor all transmissions, postings and content on the Service, including chat rooms, bulletin boards, e-mail and forums, in order to determine compliance with these Terms (including the Acceptable Use Policy) and any rules now or hereafter established by WOW!, and improve the quality of the Service. Customer acknowledges and agrees that WOW! and its suppliers and agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement and WOW! policies, and as otherwise required by law or government request. WOW! reserves the right to edit, remove, request removal of, or refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in WOW!’s sole discretion, is unacceptable, undesirable or in violation of this Agreement or WOW! policies. Customer agrees that WOW! has the right to take any action WOW! deems appropriate to protect the Service, its facilities for provision of the Service, or the WOW! Equipment, including but not limited to restricting or prohibiting the posting of any material that interferes with WOW!’s ability to provide the Service.

B. Customer acknowledges and agrees that WOW! shall have the right to monitor the “bandwidth” utilization (i.e. volume of data transmitted) arising out of the Service provided hereunder at any time and on an on-going basis. In its sole discretion, WOW! may: (i) limit excessive use of bandwidth; (ii) suspend, terminate or limit a Customer’s Account for excessive use of bandwidth; (iii) require Customer to upgrade Customer’s service level and pay additional fees in accordance with WOW!’s Price List; (iv) require the payment of one and a half times the Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees.

C. If WOW! determines that Customer has failed to comply with the Service’s Acceptable Use or other Service Policies or limits on bandwidth utilization, WOW! may suspend or limit Customer’s Account or home page or terminate Customer’s Account immediately without prior notification. WOW! may also immediately suspend or terminate Customer’s Account for using the Service to post content to the Internet that violates the Service’s Acceptable Use or other Service Policies. If Customer’s Account is suspended, Customer will not be charged for that period of time. If Customer’s Account is terminated, Customer will be refunded any pre-paid fees minus any amount due to WOW! for equipment or other applicable fees and charges.

D. You understand and agree that if you type a Uniform Resource Locator (URL) which contains a nonexistent or unassigned domain name, or enter a search term into your browser address bar, WOW! may present you with a WOW! web search page containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN, similar error message or browser assigned error message. WOW!’s provision of the web search page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive these pages from WOW!, you should follow the opt-out instructions that are available by clicking on the “About” or “Opt Out” link on the page.

E. WOW! automatically measures and monitors network performance and the performance of your Internet connection and our network. We may also monitor and record information about your computer, equipment profile or settings and the installation of software we provide. You agree to permit us to monitor your computer and equipment and to record such data, profiles and settings for the purpose of providing the Service. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of WOW! or its authorized vendors, contractors and agents. WOW! reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Customers. Should WOW! change such password(s), we will use reasonable means to notify the Customers affected, which may include notice by email and/or through notice on our website.
18. Credit Checks and Other Collection of Customer Information; Privacy.

A. WE RESERVE THE RIGHT TO VERIFY AND APPROVE CREDIT AS A CONDITION OF PROVIDING ANY SERVICES, AND YOU AUTHORIZE US TO INVESTIGATE YOUR CREDIT HISTORY BY OBTAINING A CREDIT REPORT OR OTHER SIMILAR INFORMATION AND/OR MAKING INQUIRIES OF ACCOUNT HISTORIES. YOU AUTHORIZE US TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

B. Your privacy interests, including your ability to limit disclosure of certain information to third parties, are described in: (i) the WOW! Customer Privacy Policy which we delivered to you at the time of the original installation of the Service; and (ii) the WOW! Internet Privacy Information Statement, both of which are available for your review at www.wowway.com. You acknowledge your receipt of the WOW! Privacy Policy and WOW! Internet Privacy Information Statement. The privacy policy and information statement which are described in both of the above referenced documents are subject to change. The most recent version will be posted and available for your review at www.wowway.com. You agree that WOW! may, from time to time, collect information concerning your use of the Service in the manner and for the purposes set forth in this Agreement, as well as WOW!'s Privacy Policy and Internet Privacy Information Statement.

C. Customer expressly grants WOW! permission to disclose personally identifiable information relating to Customer or Customer’s Account in response to (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Customer further agrees that WOW! may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

D. The Service will allow you to access third parties, including without limitation, content providers, on-line services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Service, and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to third parties. Third parties are not responsible for any such information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the WOW! Privacy Policy. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

19. User Name and Address. Customer represents that the username selected by the Customer, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and is not being selected for any unlawful purpose. Customer acknowledges and agrees that if such selection does interfere with the rights of any third party or is being selected for any unlawful purpose then WOW! may immediately suspend the use of such WOW! Internet e-mail address, and Customer will indemnify and hold WOW! harmless for any claim or demand against WOW! that arises out of such selection. Customer acknowledges and agrees that WOW! shall not be liable to Customer in the event that WOW! is ordered or required, as a result of a court order or legal settlement, to desist from using or permitting the use of a particular domain name as part of a WOW! Internet e-mail address. If as a result of such action, Customer loses an e-mail address, the Customer's sole remedy shall be the receipt of a replacement WOW! Internet e-mail address.

20. Not Liable For Third Parties. You acknowledge that we may use the services, equipment and infrastructure and content of others in providing the Service and that third parties may provide components or features of the Service. We are not responsible for the performance (or non-performance) of such services, equipment, infrastructure or content of others whether or not they constitute components or features of the Service. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that provided by content providers (whether or not accessible directly from the Service). Services, equipment, infrastructure and content that are not provided by us (even if they are components or features of the Service) are not the responsibility of WOW!, and we shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the providers or creators of such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Service. No undertaking, representation or warranty made by an agent or employee of WOW! or our underlying third party providers in connection with the installation, maintenance, or provision of the Service which is inconsistent with the terms of this Agreement shall be binding on WOW! THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT APPLY TO THE ACTS, OMISSIONS, AND NEGLIGENCE OF WOW! AND ITS UNDERLYING THIRD PARTY PROVIDERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) WHICH, BUT FOR THAT PROVISION, WOULD GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR ANY OTHER LEGAL DOCTRINE.
21. **Price Lists and Service Information.** While we try to ensure that all prices and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors (“Unintended Service Information”). WOW! is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.

22. **Service and Repairs.** WOW! will repair damage to or, at WOW!’s option, replace WOW! Equipment, modify Software, and otherwise attempt to correct interruptions of Service, due to WOW! Equipment wear and tear or technical malfunction within WOW!’s control, at WOW!’s expense. Other repair or replacement will be at Customer’s expense.

WOW! may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Plan will be available at www.wowway.com, or by calling us at 1-866-496-9669. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer Equipment within the home. WOW! will troubleshoot and if necessary send a technician to repair, if possible, reported problems for a specified service charge. The service charge is based on the then current standard service charge in effect.

23. **Service Interruptions.** Except as provided below, in the event of complete failure of the Service due to technical malfunction within WOW!’s control for twenty-four (24) consecutive hours or more, Customer is entitled to a prorated credit upon request. To qualify for an adjustment, Customer must request a credit within thirty (30) days of the failure. Notwithstanding the forgoing, WOW! ’s parent, affiliates, subsidiaries, suppliers and agents shall have no liability for interruption of Service due to circumstances beyond its control, including without limitation, acts of God, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER’S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW!, ITS PARENT, AFFILIATES, SUBSIDIARIES, SUPPLIERS AND AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.

24. **Taxes, Fees and Charges:** WOW! reserves the right to invoice you for any taxes (including all federal, state and local taxes, however designated), surcharges, excises, fees (including but not limited to regulatory recovery, franchise and/or carrier or line fees) or other payment obligations in connection with the Services imposed or permitted by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services. The taxes, fees and charges may include, for example, those imposed on us or our affiliates or underlying carriers by statute, or an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that we, our affiliates or underlying carriers are required or permitted to collect from or charge to you, and may include amounts that we, our affiliates or underlying carriers pay to others in support of statutory or regulatory programs. These taxes, fees and other charges are shown as separate line items on the Customer’s bill. WOW! will not provide advance notice of changes to taxes, fees and surcharges, except as required by applicable law. If Customer is exempt from payment of any such taxes, it will provide WOW! with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date WOW! receives the tax exemption certification. Customer agrees to pay any other local, state or federal taxes, fees and/or charges that are not included on the Customer billing statement (including applicable real and personal property taxes levied with respect Customer’s property) imposed or levied on or with respect to the Service, the equipment or installation or placement charges incurred with respect to the same. CUSTOMER IS RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY. The taxes, fees and charges will vary depending upon your service location and the services to which you subscribe.

25. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**

A. **Warranty Disclaimers.** CUSTOMER UNDERSTANDS AND AGREES THAT ALL WOW! EQUIPMENT, SOFTWARE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE CUSTOMER’S USE IS ENTIRELY AT HIS, HER OR ITS OWN RISK. WOW!, INCLUDING ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OWNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUPPLIERS AND AGENTS (THE “WOW ENTITIES”), MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. THE WOW ENTITIES SPECIFICALLY DISCLAIM ANY RESPONSIBILITY, AND MAKE NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH THE WOW! NETWORK, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE WOW ENTITIES DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. THE SERVICE IS NOT FAIL-SAFE AND IS
NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT (“HIGH RISK ACTIVITIES”). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, VITAL BUSINESS OR PERSONAL COMMUNICATIONS OR ACTIVITIES WHERE ABSOLUTELY ACCURATE, ERROR-FREE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES.

INDIVIDUAL CUSTOMERS MAY CONSIDER CERTAIN CONTENT OBJECTIONABLE AND CUSTOMERS MUST EXERCISE THEIR OWN DISCRETION IN USING AND ALLOWING MINORS OR OTHERS TO USE THE SERVICE. WOW! DOES NOT WARRANT THAT ITS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WOW! MAKES NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE OR CONTENT INSTALLED ON YOUR COMPUTER(S) OR DOWNLOADED FROM THE SERVICE DOES NOT CONTAIN A VIRUS OR OTHER HARMFUL FEATURE AND IT IS YOUR SOLE RESPONSIBILITY TO TAKE APPROPRIATE PRECAUTIONS TO PROTECT ANY COMPUTER OR OTHER HARDWARE OF YOURS FROM DAMAGE TO ITS SOFTWARE, FILES OR DATA AS A RESULT OF ANY SUCH VIRUS OR OTHER HARMFUL FEATURE. WE MAY, BUT ARE NOT REQUIRED TO, TERMINATE ALL OR ANY PORTION OF THE INSTALLATION OR OPERATION OF THE SERVICE IF A VIRUS IS FOUND TO BE PRESENT ON YOUR SYSTEM. WE ARE NOT REQUIRED TO PROVIDE YOU WITH ANY ASSISTANCE IN REMOVAL OF THE VIRUS. IF WE DECIDE, IN OUR SOLE DISCRETION, TO INSTALL OR RUN VIRUS CHECK SOFTWARE ON YOUR COMPUTER(S), WE MAKE NO REPRESENTATION OR WARRANTY THAT THE VIRUS CHECK SOFTWARE WILL DETECT OR CORRECT ANY OR ALL VIRUSES. YOU ACKNOWLEDGE THAT YOU MAY INCUR ADDITIONAL CHARGES FOR ANY SERVICE CALL MADE OR REQUIRED ON ACCOUNT OF ANY PROBLEM RELATED TO A VIRUS OR OTHER HARMFUL FEATURE DETECTED ON YOUR SYSTEM. THE WOW! ENTITIES SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, HARM TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF INCOME OR DATA, PROPERTY DAMAGE (INCLUDING LOSS, DELETION, CORRUPTION, DESTRUCTION OR OTHER IMPAIRMENT OF FILES, DATA OR HARDWARE) AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OPERATION OR USE OF THE SERVICE OR THE WOW! EQUIPMENT (INCLUDING SOFTWARE) OR CUSTOMER’S RELIANCE ON OR USE OF THE WOW! EQUIPMENT, SOFTWARE OR THE SERVICE, EVEN IF WOW! HAS BEEN ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY. THIS LIMITATION OF LIABILITY SHALL INCLUDE WITHOUT LIMITATION ANY LOSSES OR DAMAGES CAUSED IN WHOLE OR IN PART BY MISTAKES, UNINTENDED SERVICE INFORMATION, OMissions, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS (INCLUDING ADVERTISING ERRORS), DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE WOW!
EQUIPMENT, SOFTWARE OR THE SERVICE; OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE WOW! EQUIPMENT, SOFTWARE OR THE SERVICE BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF CUSTOMER OR ANY THIRD PARTY.

CUSTOMER UNDERSTANDS AND ACCEPTS THE RISKS ASSOCIATED WITH FAILING TO BACK-UP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM. THE WOW! ENTITIES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES, INFORMATION OR DATA, HOWEVER CAUSED. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH “FILE SHARING.”

YOUR SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT UPON REQUEST ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION WITHIN WOW!’S CONTROL FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, YOU MUST REQUEST THE CREDIT FROM WOW! WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR THE SERVICE AND ANY CREDITS PROVIDED BY WOW! ARE AT ITS SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY WOW!.

IN NO EVENT SHALL THE WOW! ENTITIES AGGREGATE LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATED TO THE SERVICE OR WOW! EQUIPMENT (INCLUDING SOFTWARE) EXCEED THE LESSER OF THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO ANY CAUSE OF ACTION OR FIVE ($5.00) DOLLARS. THE FEES FOR THE SERVICES SET BY WOW! HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THE ALLOCATION OF RISK DESCRIBED IN THIS AGREEMENT. ACCORDINGLY, YOU HEREBY RELEASE THE WOW! ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS AGREEMENT.

YOU AGREE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES OR EQUIPMENT, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE WOW! ENTITIES.

C. Sole Remedy. Customer’s sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of WOW! and its affiliates and agents is limited to the maximum extent permitted by law.

26. INDEMNIFICATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE WOW! ENTITIES, FROM AND AGAINST ANY AND ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RELATED IN ANY WAY TO: (a) YOUR USE OF THE SERVICE, SOFTWARE OR WOW! EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) YOUR VIOLATION OF APPLICABLE LAW; AND/ OR (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT. WOW! RESERVES THE RIGHT TO TERMINATE OR SUSPEND THE SERVICE, AND/OR REMOVE CONTENT FROM THE SERVICE, IF WOW! DETERMINES, IN ITS SOLE DISCRETION, THAT CUSTOMER’S USE OF THE SERVICE DOES NOT CONFORM TO THE REQUIREMENTS SET FORTH IN THIS AGREEMENT, INTERFERES WITH WOW!’S ABILITY TO PROVIDE THE SERVICE, OR VIOLATES ANY LAWS OR REGULATIONS. WOW!’S ACTIONS OR INACTION UNDER THIS SECTION SHALL NOT CONSTITUTE REVIEW OR APPROVAL OF ANY USE OF THE SERVICE OR CONTENT TRANSMITTED BY CUSTOMER. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER’S ACCOUNT) BY USE OF THE SERVICES.

THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

27. Complaint Resolution. Customer may submit a complaint to WOW! with regard to any aspect of the Service at any time. WOW! maintains a toll-free telephone number ((1-866) 4WOW-NOW) that is available 24 hours a day, 7 days a week. When you call about a service problem, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR will schedule a service technician to visit your home. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, in writing at WOW! Internet & Cable, Attn: Billing Disputes, P.O. Box 63000, Colorado Springs, CO 80962-3000, or by emailing us from the “Contact Us” section on www.wowway.com. WOW!’s policy is to reply to an escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of
future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!.

28. Binding Arbitration for Residential Services Customers: UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR EQUIPMENT PROVIDED BY WOW! OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH WOW!, 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 (A “DISPUTE”) THAT CANNOT BE RESOLVED INFORMALLY AS DESCRIBED ABOVE SHALL, AT THE ELECTION OF EITHER PARTY, BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE UNDER THE THEN - CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY.

The parties intend that the term “dispute” be interpreted as broadly as possible and to include: (i) claims based on events that occurred prior to the date of this or any prior Agreement, (ii) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration provision also does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission.

The party initiating the arbitration proceeding may initiate the arbitration proceeding with American Arbitration Association (“AAA”), 335 Madison Ave., floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org, or, by separate mutual agreement between us, to another arbitration organization. If there is a conflict between this arbitration provision and the rules of the arbitration organization chosen, this arbitration provision shall govern. If the arbitration organization selected will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision shall govern.

We further agree that:

A. You must contact us within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to Section 9 of the Agreement), or you waive the right to pursue any claim based upon such event, facts or dispute.

B. The arbitrator is bound by the terms of this arbitration provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

C. No claim subject to arbitration under this Agreement may be combined with a claim subject to resolution before a court of law or equity.

D. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

E. Any award of the arbitrator shall be in writing but need not state the reasons for the award unless requested by either party. Judgment upon an award may be entered in any court having competent jurisdiction.

F. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth in or excluded under any section of this Agreement.

G. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared; provided, however, before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees to the extent they exceed your local small claims court filing fees and (2) the portion of the arbitrator’s costs for which you would normally be responsible. If WOW! wins the arbitration, you will reimburse us for these advances. In all events, WOW! will be responsible for its own expenses and costs.

H. The parties expressly waive any entitlement to attorneys’ fees or punitive, incidental, consequential, exemplary, statutory or multiplied damages to the fullest extent permitted by law.

I. Claims may be brought on a party’s own behalf, and not on behalf of any official or other person, or any class of people. All parties to the arbitration must be individually named. Consolidated or class action arbitrations shall not be permitted. You agree that you and WOW! are each waiving the right to a trial by jury or to participate in a consolidated or class action.

J. Any arbitration award over $75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution’s appeal rules, within 120 days of filing.
K. If any clause within this arbitration provision (other than the class action waiver clause identified above) is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court.

L. In the event this entire arbitration provision 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 provision, you and WOW! have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

This arbitration provision shall survive the termination of this Agreement or your service(s) with WOW!.

29. Reservation of Rights. Nothing contained in this Agreement shall be construed to limit WOW!’s rights and remedies available at law or in equity. WOW! and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete all your data, files, electronic messages or other Customer information that is stored on WOW!’s or its suppliers’ servers or systems. In addition, you may forfeit your account user name and all e-mail, IP, and web space addresses. We shall have no liability whatsoever as the result of the loss or removal of any such data, information, names or addresses.

30. Survival of Representations and Warranties. All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

31. Informational Messages About Your Account and Services. We ask that you provide us with a contact telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with this contact number, you give us express consent to call you to provide you with informational messages about your account and services (for example, we may call you if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these may include autodialed calls and/or pre-recorded messages. You also agree to notify us immediately if your contact telephone number changes.

32. Entire Agreement. Together with any Customer Agreement and/or sales order form, these Terms and any rules and policies specified by WOW! for the Service established by WOW! now or hereafter constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customer’s cable television or other service with WOW! shall remain in full force and effect.

33. Modification of Terms; Customer Notices. So long as Services are provided to Customer, these Terms and Conditions, as amended, will remain in effect until canceled by either party in accordance with these Terms and Conditions. CUSTOMER AGREES AND ACKNOWLEDGES THAT WOW! MAY FROM TIME TO TIME AMEND, REVISE OR RESTATE THESE TERMS AND CONDITIONS. CUSTOMER SHALL BE NOTIFIED OF ANY MATERIAL AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC, WRITTEN OR OTHER MEANS. FOR EXAMPLE, WE MAY NOTIFY YOU OF SUCH CHANGES BY U.S. OR OVERNIGHT MAIL, BY HAND DELIVERY (E.G., AT THE TIME OF INSTALLATION OR SERVICE), BY SENDING YOU AN EMAIL OR BY POSTING THE CHANGE ON OUR WEBSITE AT HTTP://WWW.WOWWAY.COM OR AN ALTERNATIVE SITE AS DESIGNATED BY WOW! YOU AGREE THAT ANY ONE OF THE FOREGOING MEANS OF NOTIFICATION IS SUFFICIENT. ANY AMENDMENT, REVISION OR RESTATEMENT OF THIS AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY UPON THE GIVING OF SUCH NOTICE. CUSTOMER’S CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF THE AMENDED, REVISED OR RESTATED AGREEMENT AND ITS TERMS AND CONDITIONS. BECAUSE WE MAY FROM TIME TO TIME USE THE METHODS DESCRIBED ABOVE TO NOTIFY YOU ABOUT IMPORTANT INFORMATION REGARDING THE SERVICES, THIS AGREEMENT, AND RELATED MATTERS, YOU AGREE TO REGULARLY CHECK YOUR POSTAL MAIL, E-MAIL, AND ALL POSTINGS ON OUR WEBSITE AT WWW.WOWWAY.COM OR AN ALTERNATIVE SITE AS DESIGNATED BY WOW!. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU BEAR THE RISK OF FAILING TO DO SO.

34. Severability. This Agreement is, and shall be interpreted as, subject to applicable law and regulation and to terms and conditions of any franchise agreement between a governmental authority and WOW! to the extent it applies to Internet services. In the event that any portion of these Terms 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 these Terms shall remain in full force and effect.

35. Waiver. 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.

36. Assignment; Transfer of Account. WOW! may assign its rights and obligations under this Agreement, without notice. This Agreement may not be assigned or transferred by Customer without WOW!’s prior written consent. Customer may not transfer Customer’s Account to another address without WOW!’s prior written consent.
37. **Force Majeure.** WOW! shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond WOW!’s control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, suppliers and other third parties, floods, accidents, strikes or shortages, or failures of telecommunications or computer resources, fuel, energy, labor or materials.

38. **Applicable Law.** This Agreement shall be construed and enforced under applicable federal law, the regulations of the FCC and laws of the state and locality in which the Services are performed.

(Revised as of June 25, 2012)
TERMS AND CONDITIONS OF SUBSCRIPTION TO
WOW! PHONE

PLEASE CAREFULLY READ THE FOLLOWING STATEMENT OF TERMS AND CONDITIONS. THESE TERMS IDENTIFY THE CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES WITH REGARD TO THE TELEPHONE SERVICE DELIVERED BY WOW! INTERNET, CABLE AND PHONE TO ITS CUSTOMERS AND INCLUDE PROVISIONS REGARDING PRICING, WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY AND BINDING ARBITRATION OF DISPUTES. THIS AGREEMENT DOES NOT COVER WOW! INTERNET OR VIDEO SERVICES, AND DOES NOT APPLY TO CERTAIN OF THE CIRCUIT SWITCHED PHONE SERVICES PROVIDED BY SIGECOM, LLC (WHICH OPERATES IN THE EVANSVILLE, INDIANA AREA), WHICH ARE APPLICABLE TO THE SERVICES DESCRIBED IN THE TARIFF. THOSE SIGECOM, LLC CIRCUIT SWITCHED PHONE SERVICES DESCRIBED IN THE TARIFF ARE PROVIDED AND SUBJECT TO THE TERMS AND CONDITIONS OF THE TARIFF AND/OR PRICE LIST FOR THE STATE OR FEDERAL JURISDICTION IN WHICH THE SERVICE IS PROVIDED, UNTIL SUCH TARIFF EXPIRES, IS MODIFIED TO EXCLUDE THE SERVICE, OR IS OTHERWISE TERMINATED OR WITHDRAWN. IN THE AGREEMENT BELOW, WE REFER TO THE OPERATING COMPANY SUBSIDIARY OF WOW! INTERNET, CABLE AND PHONE THAT OWNS AND/OR OPERATES THE CABLE TELEVISION SYSTEM IN YOUR AREA PURSUANT TO A CABLE TELEVISION FRANCHISE WITH THE STATE OR LOCAL FRANCHISING AUTHORITY AS “WOW!”, “WE”, “OUR” OR “US” AND YOU AS “YOU”, “YOUR” OR “CUSTOMER.” YOU AGREE TO USE THE SERVICE IN COMPLIANCE WITH THESE TERMS (AS THEY MAY BE AMENDED OR RESTATE FROM TIME TO TIME) AND ANY OTHER RULES, POLICIES, PROCEDURES AND/OR REGULATIONS ADOPTED BY WOW! AND PROVIDED TO YOU. BUSINESS CUSTOMERS ARE SUBJECT TO THE FURTHER TERMS CONTAINED IN THE BUSINESS CUSTOMER AGREEMENT AND THE BUSINESS CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS (THE “BUSINESS TERMS”), WHICH BUSINESS TERMS CONTROL IN THE EVENT OF A CONFLICT WITH THESE TERMS.

1. Subscription to Service: WOW! offers its telephone services as they may exist from time to time and as more particularly described in this Agreement (the “Service(s)”), to users who establish an authorized account (“Account”) and pay a monthly service fee to subscribe to the Service at rates and fees more particularly described in a separate price list or order form, which has been provided to Customer and is available for review at WOW!’s website, http://www.wowway.com/. Customer, by signing or submitting electronically the installation, authorization, sales or work order form (“Order Form”) or by using or paying for the Service, subscribes to the Service commencing upon the installation of Service, and agrees to comply with these Terms and Conditions (along with any amendments to such Terms and Conditions), including those related to 911/E911 service. If you do not agree to these terms and conditions, including any future revisions, you may not use the Service and if you are a current Customer, you must immediately notify WOW! and terminate your use of the Service. If you are a business services customer, the terms of your Business Customer Agreement and the General Terms and Conditions applicable to business customer services (the “Business Terms”) apply and will control in the event of a conflict with any other provision of these Terms.

By subscribing to the Service, Customer chooses WOW! to provide telephone service with the calling services and phone features selected by Customer, which may include long distance telephone service, local toll service, and international long distance service, consistent with the calling plan selected by Customer. Call type, pricing, usage and phone feature inclusions depend on: (i) the capabilities of the interconnecting providers in your local service area; and (ii) the calling plan, package level and phone features that you subscribe to or otherwise elect to include as part of your service:

a) Calling plan features may include: local, local toll and long distance calling, within each of the 50 United States as well as Canada, Guam, Puerto Rico and the U.S. Virgin Islands, international calling, access to 800 service, access to 911, 711 access to TRS, Call Waiting, Call Waiting ID, Caller ID with Name, Call Return (*69), Three Way Calling, Call Forward, Anonymous Call Rejection, Repeat Dial, Selective Call Rejection, Selective Call Forward, Call Forward Busy/No Answer, Voicemail, unlimited inbound calling, directory listing, unlisted and/or non-published telephone number, 900/976 block, collect call block, and 3rd party billing block. Certain available phone features are provided by default and can be disabled at your request at the time you subscribe. Calling plans may be billed: (i) on a flat fee basis, (ii) on a time and/or usage basis; or (iii) on a combination of (i) and (ii). Please consult your selected calling plan for pricing and phone features.

b) You understand and acknowledge that WOW! Phone: (i) does not support rotary-dial telephones, DSL on the same line or any features, calling functions or call types not specifically listed in Section 1.a above; and (ii) may not support or be compatible with certain medical monitoring devices or home security systems. In order to maintain any necessary alarm or medical equipment monitoring functions, Customer may be required to maintain a telephone connection through a local exchange carrier. In the event that WOW! installs and configures WOW! Phone to operate with Customer’s medical monitoring equipment or home security system, Customer expressly acknowledges that: (x) Customer must, directly or with the assistance of the provider of its medical monitoring equipment or alarm monitoring
services, test the functioning and compatibility of the equipment and/or alarm monitoring services with WOW! Phone; and (j) the Service has certain limitations (see Section 4 below) that may affect the reliability and functionality of the medical monitoring equipment and home security systems.

Customer assumes all risk associated with the limitations of the Service. CUSTOMER HEREBY WAIVES ALL CLAIMS AGAINST WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT AND SERVICE AND ANY OTHER SERVICE, SYSTEMS AND EQUIPMENT, AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! AND ITS AFFILIATES, SUPPLIERS AND AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THE DISRUPTION, FAILURE OR IMPROPER FUNCTIONING OF ANOTHER SERVICE, SYSTEM OR EQUIPMENT (INCLUDING A MEDICAL MONITORING DEVICE OR SECURITY OR ALARM MONITORING SYSTEM) THAT OPERATES WITH USE OF THE WOW! EQUIPMENT OR SERVICE.

c) Up to two lines and telephone numbers can be supported with one EMTA.

d) WOW! Phone may offer a wire or service maintenance plan (Service Plan), which must be subscribed to separately by Customer for an additional charge. The complete terms and conditions of any offered Service Plan will be available at www.wowway.com, or by calling us at 1-866-496-9669. Except for repairs and maintenance covered by an applicable Service Plan, Customer is solely responsible for maintaining all inside wire and Customer equipment within the home. WOW! will troubleshoot and if necessary send a technician to repair, if possible, reported problems for a specified service charge. The service charge is based on the then current standard service charge in effect.

e) WOW! may publish and distribute telephone directories in print, on the Internet and on CDs. Those telephone directories may include customer names, addresses and telephone numbers, without restriction as to their use. WOW! also makes customer information available at a charge through directory assistance operators. WOW! may also provide customer names, addresses and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Name, address, and telephone information in telephone directories is not currently protected by copyrights and may be sorted, packaged, repackaged and made available again in different formats by anyone. WOW! takes reasonable precautions to ensure that non-published and non-listed numbers are not included in telephone directories or directory assistance services, although WOW! does not guarantee against errors. THE AGGREGATE LIABILITY OF WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS FOR ANY ERRORS OR OMISSIONS IN ANY DIRECTORY LISTINGS (INCLUDING LIABILITY FOR FAILING TO PUBLISH A LISTING OR PUBLISHING AN “UNLISTED” LISTING) IS LIMITED TO THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO WOW! TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED LISTING. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES (INCLUDING CLAIMS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT), CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS OR PUBLICATIONS.

f) Customers who subscribe to WOW! Phone with voicemail must set-up the voicemail box account within ninety (90) days of subscription. After 90 days, WOW! shall have the right to remove any unused voicemail boxes. Voicemail boxes that have been removed may be reinstated by calling WOW! at 1-866-4WOW-NOW.

2. Service, Feature and Terms Modifications: WOW! shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of WOW! Phone, including but not limited to equipment and system requirements. WOW! shall have the right to add to, modify, or delete any provision of this Agreement, any additional terms of use established by WOW!, the Customer Privacy Policy, and/or any price list(s) at any time. An online version of this Agreement, the WOW! Privacy and CPNI Policies, and any price list(s), as so changed from time to time, will be accessible at http://www.wowway.com/ or another online location as designated by WOW!. To the extent required by applicable law, WOW! will provide you with notice of the new or changed terms or prices by written, electronic or other means in our discretion (for example, we may notify you of such change by U.S. or overnight mail (e.g., in your billing statement), by hand delivery (e.g., delivery of our user guide at the time installation), by sending you an email or by posting the changed term or price or the revised policy or terms on our website at http://www.wowway.com/). You agree that any one of the foregoing will constitute sufficient notice. If you find the change unacceptable, you can immediately terminate your Service. Your continued use of the service, however, will be deemed to constitute your acceptance of such change. Because we may from time to time use the methods described above to notify you about important information regarding the Services, this Agreement, and related matters, you agree to regularly check your postal mail, e-mail, and all postings on our website at www.wowway.com (or at an alternative site as designated by WOW!). You understand and acknowledge that you bear the risk of failing to do so.

3. Tariffs: Notwithstanding anything to the contrary in these Terms, WOW! may elect or be required to file tariffs with regulatory agencies for certain Services. In such event, the terms set forth in this Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. WOW!‘s operating affiliate,
Sigecom, LLC, provides certain telephone services in the Evansville, Indiana service area to some customers that are subject to applicable tariffs and/or price lists for the state or federal jurisdiction in which Service is provided. Sigecom, LLC also provides certain interconnection services to its affiliates in other WOW! service areas, in accordance with applicable state and federal tariffs. Said tariffs and/or price lists may be replaced, amended or changed from time to time by WOW! or any regulator with jurisdiction. The Services covered by the applicable tariff will be governed by all applicable regulatory orders, rules, and regulations associated with Sigecom’s provision of such Services. If WOW! voluntarily or involuntarily cancels or withdraws a tariff, or if a tariff expires or is otherwise terminated, under which a Service is provided to Customer, the Service will thereafter be provided pursuant to these Terms. In the event that WOW! is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Service Order upon a minimum thirty (30) days’ prior written notice to the other party, without further liability.

4. Limitations of Service; Access to 911 Services: Customer acknowledges and understands that:

a) IN THE EVENT OF A POWER FAILURE, YOUR WOW! PHONE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911 SERVICES, WILL NOT FUNCTION BEYOND THE DURATION OF THE BATTERY BACK-UP.

WOW! HAS PROVIDED AN ADVANCED MODEM (“EMTA”) WHICH WHEN ORIGINALLY ISSUED TO YOU PROVIDES UP TO 4 HOURS OF BATTERY BACK-UP POWER. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PERFORMANCE OF THE BATTERY BACKUP IS NOT GUARANTEED. THE BATTERY MAY NOT BE PROPERLY INSTALLED, MAY HAVE BEEN REMOVED, MAY FAIL, MAY PROVIDE POWER FOR ONLY A LIMITED TIME, OR MAY BE EXHAUSTED. IF THE BATTERY BACKUP DOES NOT PROVIDE POWER, THE SERVICES WILL NOT FUNCTION UNTIL NORMAL POWER IS RESTORED.

When the “Replace Battery” light is illuminated on your EMTA, the battery is not functioning and consequently your phone service will not function in the event of a power outage. When the “Battery Low” light is illuminated, the battery is functioning, but will provide less than four hours of power back-up in the event of a power outage. IT IS YOUR RESPONSIBILITY ALONE AND NOT WOW’S TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES “REPLACE BATTERY” OR “BATTERY LOW.”

For instructions on obtaining and installing replacement batteries in your EMTA, please go to http://www.wowway.com/ or call 1-866-496-9669.

AS A CONDITION TO SUBSCRIBING TO WOW! PHONE, YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH MONITORING YOUR BATTERY AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY.

b) THE SERVICE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911 SERVICES, WILL NOT FUNCTION IF WOW!’S CABLE NETWORK OR FACILITIES ARE NOT OPERATING, OR YOU LOSE YOUR BROADBAND CONNECTION FOR ANY OTHER REASON.

c) THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY.

d) The address associated with an E911 call is the authorized address where Service was originally provided. If the EMTA is moved, an E911 call will still identify the original service location. Movement of the advanced cable modem from the original service location is prohibited without WOW!’s prior written approval.

e) From time to time, WOW! will provide scheduled and unscheduled maintenance to customer premises equipment and the WOW! network, during which time the Service, including access to E911, will not function. No prior customer notification of unscheduled maintenance will be provided, while advance customer notification of scheduled maintenance will be provided solely by posting on our website at http://www.wowway.com/. WOW! will make a commercially reasonable effort to schedule maintenance of an expected duration of less than two hours after 12:00 a.m. and before 5:00 a.m. local switch time. Scheduled maintenance that requires a longer duration may be scheduled to begin at 9:00 p.m. local switch time.

f) For new customers, (i) there may be a delay of at least one business day after installation of service for E911 service availability; and (ii) WOW! may assign a temporary phone number to your account until it can complete the porting of your telephone number. Until your telephone number is ported to WOW!, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. YOU AGREE THAT WOW! ASSUMES NO RESPONSIBILITY AND HAS NO LIABILITY FOR DELAY IN THE AVAILABILITY OF E911 SERVICE, OR THE ACCURACY OF THE LOCAL EXCHANGE CARRIER RECORDS OR ITS ABILITY TO PROVIDE ACCESS TO 911 SERVICES.

g) CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY CUSTOMER’S INABILITY TO ACCESS THE SERVICES, INCLUDING
5. Payment of Charges; Billing Disputes:

a) Customer agrees to timely pay all charges, taxes and fees for the Service, including but not limited to installation/service call charges, monthly service charges, WOW! Equipment charges, measured, per call or other usage-based or separately billed charges, and the Separate Fees and Charges described in Section 7. Recurring monthly Service charges will be billed monthly in advance. IN ADDITION, WOW! MAY REQUIRE THAT, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICES, CUSTOMER PAY THE FIRST MONTH’S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES. Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, time or usage based calls and/or operator assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list that is posted to the WOW! website, http://www.wowway.com/. WOW! reserves the right in its sole discretion to determine how to apply partial payments or payments received from Customers that subscribe to multiple or bundled services. If we accept a partial payment, we do not waive our right to collect the full balance owed to us.

If you make payment by check, you authorize WOW! to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), releases, or other statements on or accompanying checks or other payments accepted by WOW! and that any such notations shall have no legal effect.

b) Customer must pay all monthly charges for the Service, along with all other WOW! Services (cable television and/or Internet), on or before the due date stated on the monthly bill. Failure to pay charges invoiced may result in discontinuance of Service, the removal of equipment delivered and/or the imposition of a late payment or service charge. An additional charge may be imposed if a check or other form of payment is not honored or to insufficient funds or credit. In the event collection activities are required, a collection charge (as determined by WOW! in its sole discretion), in addition to all expenses and fees (including attorney fees) incurred by WOW! will be paid by Customer.

WOW! does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments.

c) In the event Customer pays WOW! an amount in excess of the amount due for the current billing period cycle, Customer agrees that WOW! will apply the overpayment to the Customer’s next monthly billing statement.

d) If a billing dispute occurs, Customer has thirty (30) days from the date of receipt of the bill to register a written dispute with WOW!. Customer should send billing disputes to: WOW! Internet, Cable & Phone, Attn: Billing Disputes, P.O. Box 63000, Colorado Springs, CO 80962-3000. Failure to object to a billing statement in writing within the 30 day period constitutes Customer’s conclusive acceptance of the accuracy of the billing statement. In all events, Customer is required to pay the undisputed amount of the billing statement. Customers who choose the recurring payment option agree that they are responsible for ensuring that accurate deductions are in place with their financial institution. In no event will WOW! be liable for reimbursement of inaccurate recurring payments unless notified in writing by Customer within sixty (60) days of the deduction.

e) Our calling plans billed as a flat monthly fee may not, depending upon the calling plan and available features, include certain call types. Rates for the Services, including separate rates for usage based charges (e.g., operator services) and time-based charges (e.g., international calling, long distance calling (applicable for certain calling plans)) and other time or usage-based calling (applicable for certain calling plans), are posted to the WOW! website, http://www.wowway.com/. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service are subject to change.

For billing purposes, a time-based call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Time-based calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge for a completed call when the called party’s line rings or after a certain number of rings. If such a provider charges WOW!, its affiliates, or suppliers as if your call were answered by the called party, WOW! will charge you for a completed call. If the computed charge for a time-based call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed
charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

f) The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

g) The continuing availability of the Service is dependent upon Customer maintaining current accounts with all WOW! provided services, including cable television service and/or Internet service. If Customer's WOW! Phone account or any other account of Customer with WOW! is past due, WOW! may terminate WOW! Phone upon notice to Customer as required by applicable law.

h) If Customer discontinues WOW! Phone or WOW!'s Internet service or cable television service, or if any such service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with WOW!, to pay a reconnect charge or trip charge (where applicable) before reconnection.

i) You understand and agree that that our paper bills for the Services contain only a summary of charges, and that detailed information about your calls and charges will be available only for a limited period at a password-protected portion of our website. In accordance with our Customer Privacy Policy (which is delivered to you at the time of installation of service and is available for your review at our website), you may call 1-866-496-9669 for a paper copy of outbound toll call records related to your most recent bill. There may be an additional charge for these outbound toll call records. Please refer to our Customer Privacy Policy for further information concerning access to your call detail and other personal information.

j) If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs include but are not limited to any collection agency’s fees, reasonable attorneys’ fees, and arbitration or court costs.

6. Changes of Service: Customers may change service, or order additional services offered by WOW! by calling Toll Free 1-866-4WOW-NOW. Customer requests for changes of services or additional services are subject to a pro-rated statement reflecting the difference in cost for monthly services on Customer’s next billing statement. Customers have the right to rescind their order for new services without charge prior to installation. Billing will begin at the time the service is activated on the Customer’s account.

7. Pricing Policy: All of our prices are subject to change. Prices and price guarantees exclude taxes and fees, however designated (including, as applicable, regulatory, PEG and franchise fees, and regulatory recovery fees), cost recovery charges, Subscriber Line Charges, Line Access charges and/or Network Line Fees, carrier fees and/or other access fees, surcharges, excises, program related fees (such as universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system), additional equipment, installation, service call and repair charges, and usage-based and separately billed charges (collectively, the “Separate Fees and Charges”). The applicable Subscriber Line Charge (in the Evansville market) or Network Line Fee (in other markets) for phone customers will apply and vary depending upon your service location and the phone services to which you subscribe. The Subscriber Line Charge and Network Line Fee are not government mandated taxes or fees, and are subject to change. Customers who participate in a promotional offer with a discount on monthly service fees will revert back to the standard monthly fee for the service at the end of the promotional period, unless the customer’s service is earlier terminated for any reason. Any promotional, discounted or guaranteed price for service applies only to the price of the particular service or services identified, and excludes the Separate Fees and Charges.

8. WOW! Equipment:

a) In order to provide the Service, WOW! must install in and upon the Customer premises certain equipment, which may include, for example, cabling, voice enabled EMTAs provided by WOW!, and other related apparatus and software provided by WOW! (excluding equipment purchased or owned by Customer). All equipment, including but not limited to cables, wires, and modems delivered to and/or installed in the Customer’s home by WOW! (“WOW! Equipment”) remains the property of WOW!; provided, however, unless otherwise specifically agreed to in a separate written agreement (such as a multiple dwelling unit agreement), WOW! Equipment does not include internal cable home wiring (and passive devices connected to that wiring) that begins at a demarcation point roughly twelve inches outside the point where the wiring enters the Customer’s premises (the “Inside Home Wiring”). Ownership of the Inside Home Wiring passes to Customer upon installation. You acknowledge that we may remove or change the WOW! Equipment at any time at our discretion. You agree not to use WOW! Equipment for any purpose other than to use the Services in accordance with this Agreement. Upon termination of Service, for whatever reason, Customer’s right to possess and use the WOW! Equipment terminates. Customer must return all WOW! Equipment in the same condition as when received, reasonable wear and tear excepted, by any method reasonably requested by us, within ten (10) days after disconnection of Service.
Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed to time; and you will ensure the return of all WOW! Equipment to WOW! Failure to return the WOW! Equipment to WOW! undamaged within ten (10) days after disconnection of service will result in a charge to Customer’s account for the repair cost or replacement value (as determined by WOW! in its sole discretion) of the WOW! Equipment. Customer agrees that WOW! may charge such amount to Customer’s credit card or bank account, if applicable (see Sections 19-23). In all events, Customer agrees to immediately pay such charges whether the WOW! Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by WOW! against Customer’s credit card, security deposit or bank account.

b) To the extent any software is licensed by WOW!, such software is provided for the limited purpose of facilitating Customer’s use of the WOW! Phone Service as described in this Agreement. Customer 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. Customer will return or destroy all software provided by WOW! and any related written materials promptly upon termination of WOW! Phone Service to Customer for any reason.

9. Care of WOW! Equipment: Customer will safeguard the WOW! Equipment from loss or damage of any kind, and agrees that neither Customer nor any other person (except WOW!’s authorized personnel) will open, tamper with, service, make any alterations to, move, relocate or remove any WOW! Equipment from its point of initial installation, except that Customer may remove the equipment from the premises to return it to WOW!. You understand and acknowledge that the address associated with an E911 call is the authorized address where Service was originally provided. If the EMTA is moved, an E911 call will still identify the original service location.

At your request, we may relocate the WOW! Equipment within your premises for an additional charge, at a time agreeable to you and to us. If you change residences, you must contact WOW! at 1-866-496-9669 for information on whether the WOW! Equipment and Services may be transferred to your new residence and what the relocation will cost will be. Any alteration, tampering, removal, etc., or the use of equipment for information on whether the WOW! Equipment and Services may be transferred to your new residence and what the relocation will cost will be. Any alteration, tampering, removal, etc., or the use of equipment which permits the receipt of Services without authorization constitutes theft of Service and is prohibited.

10. Repair of WOW! Equipment: WOW! will respond to all requests for repair to the WOW! Equipment. WOW! will repair and/or replace defective WOW! Equipment in Customer’s home. WOW! is not responsible for the maintenance or repair of Customer equipment such as audio or video equipment, telephones, A/B switches, Inside Home Wiring or any other Customer equipment or property. Service, repair and other applicable charges may be imposed if WOW! determines that damage to WOW! Equipment or the system is caused by Customer or a third party, or if no fault is discovered in WOW!’s system or Equipment. WOW! makes no warranties with respect to the WOW! Equipment.

11. Access to Customer Premises and Use of Existing Customer Property: Customer grants WOW! the right to install, operate and maintain its equipment in, under and upon the Customer’s premises. Customer represents and warrants that he or she owns the premises on which WOW! Equipment is or will be installed, or has obtained permission for such installation from the owner of the premises. Customer further agrees: (i) to provide WOW!”s representative with access to reasonable times to the premises to install, inspect, replace, remove, operate and maintain the equipment supplied by WOW! and, upon the termination of Service, to remove any WOW! Equipment from the premises (it being understood that WOW!”s failure to remove its property shall not be deemed an abandonment thereof). This authorization includes allowing WOW! or its representatives to be on Customer’s premises outside of Customer’s home, even if Customer is not present; (ii) that the installation may require drilling, cutting and other alterations to improvements on the premises (including walls, flooring and/or other surfaces) and that WOW! assumes no obligation to restore or repair any such alterations or damages adjacent to such alterations (except to the extent such damages are attributable to the sole negligence of WOW!); and (iii) to allow WOW!, in its discretion, to use for the provision of WOW!”s Services any existing wiring, conduit and/or other devises located within or installed upon the premises. Customer warrants that Customer possesses the authority to grant the rights specified herein and agrees to indemnify and hold WOW! harmless from any and all claims or damages, including payment of any attorney fees and other legal costs, arising out of the breach of this Section.

12. Customer Equipment: In order to use the Services, you are required to provide certain equipment such as a phone handset or equivalent, inside phone wiring and outlets, and an electrical power outlet. You agree to keep the EMTA (defined above) plugged into a working electrical power outlet at all times. CERTAIN MAKES AND MODELS OF CORDLESS PHONES USE THE ELECTRICAL POWER IN YOUR HOME. IF THERE IS AN ELECTRICAL POWER OUTAGE, THE CORDLESS PHONE WILL CEASE TO OPERATE DURING THE OUTAGE, PREVENTING USE OF THE SERVICES VIA THE CORDLESS PHONE. In order to use online features of the Services, where we make those features available, you are required to provide certain hardware, software, and access such as a personal computer, an Internet browser, and access to the Internet. You represent that you either own the Customer Equipment or have the right to use that equipment in connection with the Services. Any Customer Equipment that you use in connection with the Services must meet WOW!’s current minimum technical and other requirements. Those requirements are posted on our website at www.
wowway.com (or on an alternative site if we so notify you). The requirements may be revised by us from time to time.

If you install or use Customer Equipment that does not meet the minimum technical or other specifications described above (a “Non-Recommended Configuration”), you agree (i) that the Services or some features of the Services may degrade or fail, (ii) that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the EMTA, and (iii) that the following limitation of liability shall apply: NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS 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. WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH DAMAGE OR FAILURE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

WOW! assumes no responsibility for the condition or repair of any Customer or other third party equipment. WOW! is not responsible or liable for any loss of or impairment to WOW!’s Service due, in whole, or in part, to a malfunction or defect in Customer or other third party equipment. Customer agrees to adequately repair and maintain all of the Customer Equipment (including Inside Home Wiring) so that it does not interfere with the operations of the WOW! system or the Service. Customer further agrees that it will not attach anything to the Inside Home Wiring or other Customer Equipment or WOW! Equipment that impairs the functionality or integrity of WOW!’s cable system or the Service. WOW! may charge to Customer standard service charges: (i) to perform modification or recovery of the Service or to repair WOW!’s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was caused by Customer (or a third party), or if WOW! finds no fault in its system or Equipment; (ii) to perform modification or recovery of the Service or to repair WOW!’s Equipment, system or network facilities if WOW! determines that such modification, recovery or repair, was necessitated in whole or in part due to defective, improper, incompatible or inadequately maintained Customer or other third party owned equipment; or (iii) to perform services related to any Customer or third party equipment.

13. Disruption of Service: To the maximum extent allowed by law, WOW! shall not be liable for any failure or interruption of Service resulting in part or entirely from a Force Majeure event (as described in the “Force Majeure” section below) or any circumstance beyond WOW!’s control. Subject to the foregoing and applicable law, credit will be given for qualifying outages as follows: if there is a known, verifiable, Service interruption in excess of 24 hours, WOW!, upon notification of such failure or interruption from the Customer within 30 days of such failure or interruption, will provide Customer with a pro-rata credit relating to such failure or interruption. Customer may notify WOW! of the disruption of Service in writing or by calling 1-866-4WOW-NOW. The credit amount is determined based on the Customer’s monthly services, the number of services affected and the total outage time. WOW! will not issue a credit if it is prevented from gaining access to its Equipment to fix the problem. Credits are issued the next available billing cycle, following a determination that credit is warranted. CUSTOMER AGREES THAT SUCH CREDIT IS CUSTOMER’S SOLE REMEDY FOR A DISRUPTION OF SERVICE. WOW! AND ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED.

14. Taxes, Fees and Charges: WOW! reserves the right to invoice you for any applicable federal, state, and local taxes and fees (however designated), surcharges, excises, regulatory recovery fees for municipal, state and federal government fees or assessments imposed on WOW!, cost recovery charges, Subscriber Line Charges, Line Access charges and/or Network Line Fees, carrier fees and/or other access charges, or any programs in which WOW! participates, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs in which WOW! participates, including, but not limited to, public, educational, and governmental access, or any programs required or permitted to collect from or charge to you. For example, WOW! may charge its phone customers a monthly regulatory recovery fee to help defray WOW!’s contributions to certain governmental programs, and it may (directly or as an offset of all or part of the Subscriber Line Charge of its affiliated phone company, Sigeecom, LLC or other non-affiliated interconnection carrier) charge a Subscriber Line Charge (in the Evansville market) or Network Line Fee (in other WOW! markets) to offset costs associated with connecting customers to the telephone network. These charges are not a tax, and are not government-mandated, and do not end up in the U.S. Treasury. Taxes, government-related fees and non-government mandated charges and fees may be changed by WOW! at any time with or without notice. Taxes, fees and other charges are shown as separate line items on the Customer’s bill. If Customer is exempt from payment of any such taxes, it will provide WOW! with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date WOW! receives the tax exemption certification. Customer agrees to pay any other local, state or federal taxes, fees and/or charges that are not included on the Customer billing
15. Use of Service: Customer agrees that: (i) the Service provided by WOW! will be utilized solely in accordance with this Agreement, all applicable laws and use policies adopted by WOW!. WOW! reserves the right to terminate your Service immediately and without advance notice if WOW!, in its sole discretion, believes that you have violated this Agreement, any law or applicable use policy; (ii) unless you subscribe to a service plan that expressly permits otherwise (e.g., as part of a business services account), the Service provided by WOW! will be utilized solely for Customer’s personal, residential, non-commercial use in a private residence; in the living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house; or in the residential portion of a premise used for both business and residential purposes. Customer shall not use the Service for any commercial or governmental activities, profit or non-profit, including but not limited to home office, business, call center services, sales, telecommuting, telemarketing, mechanized calling, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. Customer’s use of the Service in a manner that is inconsistent with typical residential calling and usage patterns as determined by WOW! in its sole discretion is prohibited. Calls must be originated and terminated at the service address listed on the account. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof. Customer agrees that if WOW! utilizes the Service for any prohibited non-residential purpose, Customer will pay any applicable higher rates for such use during all past periods; (iii) Customer will adhere to any WOW! policies, rules and regulations related to the Service. Customer acknowledges that WOW! may adopt or change such policies, rules and regulations at any time. WOW! reserves the right to disconnect Service without notice (except as required by applicable law) for any prohibited transmissions or uses and to terminate the Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be non-residential; (iv) Customer will comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. Customer further expressly agrees not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations; and (v) Customer will be liable for all use of the Services using the EMTA and for any and all stolen Services or unauthorized use of the Services. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the EMTA is stolen or that your Services are being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the EMTA theft or unauthorized use of the Services. If you fail to notify us in a timely manner, your Services may be terminated without notice, with additional charges to you. WOW! RESERVES THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WOW! DEEMS NECESSARY TO PREVENT HARM TO ITS NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICES.

16. Transfer of Telephone Numbers:

a) Switching to WOW! from Another Provider. If you are switching to our Service from another service provider, you may transfer your existing phone number (if any) to our Service, provided that the following conditions apply:

i. You request the phone number transfer when you place your order for our Service.

ii. Your current service provider releases your existing phone number, at our request, without delay and without imposing non-industry-standard charges on us.

iii. Transfer of your existing phone number to our Service would not, in our view, violate applicable law or our processes and procedures.

iv. You acknowledge and agree that if your EMTA is self-installed (where we make that option available) and 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 EMTA. In that event, you should keep another phone connected to an existing phone extension at your service location or maintain a mobile telephone 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.

v. You acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the EMTA installed on or before the Port Effective Date. Your existing phone service for the number that you are transferring will be disconnected on the Port Effective Date; if your EMTA is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. WOW! 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) Switching from WOW! to Another Provider

To transfer your phone number from WOW! to another service provider, you must place the order to transfer the Services through your new service provider (and not through WOW!). WOW! will release your phone number to your new service provider, provided that
21. Recurring Charges: WOW! will charge all amounts payable by Customer to WOW! to Customer’s credit card or bank account (EFT) in accordance with the information provided by Customer. By providing a credit card or EFT number to WOW!, Customer authorizes WOW! to continue charging the credit card or EFT for all monthly fees (including without limitation monthly service fees and equipment charges, as well

20. Customer Obligations Upon Termination: Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the Service and the WOW! Equipment, and uninstall and destroy all copies of any software provided to Customer pursuant to this Agreement or otherwise used by Customer to access the Service. Customer will pay in full for use of the Service and the WOW! Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. Customer agrees to pay a pro-rated basis for any use of the Service and/or WOW! Equipment for a part of a month. Customer shall return the WOW! Equipment to WOW!, by any method reasonably requested by us, within ten (10) business days after disconnection of Service. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed time, and may result in an additional fee. In all events, you will ensure the return of all WOW! Equipment to WOW! in the event that WOW! does not return or is returned damaged, you agree that WOW! may bill you for the repair or replacement of such equipment (as determined by WOW! in its sole discretion), including without limitation charging your credit card or bank account, if applicable. In all events, Customer agrees to immediately pay such charges whether the WOW! Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by WOW! against Customer’s credit card, security deposit or bank account. WOW! may also apply any security deposit or credit to offset any amounts due to WOW! before remitting the balance to Customer. To the extent permitted by law, WOW! may apply any security deposit or credit to offset any amounts due to WOW! before remitting the balance to Customer.

Customer agrees that upon termination of this Agreement,

ii. your new service provider submits a properly completed transfer request to WOW!;

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.

c) Assignment of Telephone Numbers. If WOW! determines that your telephone number assignment does not conform with applicable industry guidelines, our internal policies, and/or the law, we reserve the right, with prior notice to you, to change the telephone number, without liability.

17. Assignment or Transfer: This Agreement, the Services and the WOW! Equipment are not assignable or otherwise transferable by Customer without WOW!’s prior consent. WOW! may freely assign this Agreement without the giving of notice to Customer.

18. Termination of Service by Customer: Except as specifically agreed to in a writing signed by the parties (e.g., as part of a Business Customer Agreement that has a specific term), or otherwise provided in this Agreement, the Service and this Agreement shall remain in effect until disconnection of the Service by WOW! occurs as a result of WOW!’s receipt of Customer’s notice of termination. Customer shall give such notice either in writing, or by calling WOW! at 1-866-4WOW-NOW; no other form of notice will be deemed valid. Any applicable money-back guarantee given at the time Customer subscribes to the WOW! Service is available only to first-time subscribers for refund of the first and second regular monthly payments made by Customer for the WOW! Service (excluding taxes and other fees, equipment charges, optional service charges, WOW! OnDemand, pay-per-view, and long-distance and other usage based charges). To be eligible for a money-back guarantee refund, Customers must: (i) timely pay for all services, taxes and fees and comply with applicable service agreement(s); and (ii) terminate service and request a refund in writing within 60 days of service activation. The refund will not apply if service is reestablished by Customer within 90 days of disconnection. WOW!’s money-back guarantee policies are subject to change.

19. Termination of Service by WOW!: If Customer breaches this Agreement or fails to abide by WOW!’s rates, rules, regulations and/or policies, WOW!, at its option and without the giving of notice (except as required by law), may discontinue the Service and remove the WOW! Equipment, and pursue all of its other legal and equitable remedies against Customer. Failure of WOW! to remove its Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney’s fees to WOW! in the event that WOW! shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement. WOW! may terminate its Service immediately in the event that Customer makes an assignment for the benefit of creditors or a voluntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer. Subject to applicable law, WOW! may also terminate this Agreement for any other reason or no reason with notice to Customer. In the event WOW! terminates this Agreement, any fees and charges will accrue through the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. Any prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due WOW! for equipment or other applicable fees and charges). To the extent permitted by law, WOW! may apply any security deposit or credit to offset any amounts due to WOW! before remitting the balance to Customer.

20. Customer Obligations Upon Termination: Customer agrees that upon termination of this Agreement, Customer will immediately cease use of the Service and the WOW! Equipment, and uninstall and destroy all copies of any software provided to Customer pursuant to this Agreement or otherwise used by Customer to access the Service. Customer will pay in full for use of the Service and the WOW! Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the WOW! Equipment is returned. Customer agrees to pay on a pro-rated basis for any use of the Service and/or WOW! Equipment for a part of a month. Customer shall return the WOW! Equipment to WOW!, by any method reasonably requested by us, within ten (10) business days after disconnection of Service. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the WOW! Equipment and other material provided by WOW!. This removal will be conducted at an agreed time, and may result in an additional fee. In all events, you will ensure the return of all WOW! Equipment to WOW! in the event that WOW! does not return or is returned damaged, you agree that WOW! may bill you for the repair or replacement of such equipment (as determined by WOW! in its sole discretion), including without limitation charging your credit card or bank account, if applicable. In all events, Customer agrees to immediately pay such charges whether the WOW! Equipment is lost (through theft or otherwise), damaged or destroyed. Customer agrees that WOW! is not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of charges by WOW! against Customer’s credit card, security deposit or bank account. WOW! may also apply any security deposit or credit to offset any amounts due to WOW! (including amounts due for unrecovered damaged equipment) before remitting the balance to Customer. If you are a business services customer, you may also be required to pay an early termination fee.

21. Recurring Charges: WOW! will charge all amounts payable by Customer to WOW! to Customer’s credit card or bank account (EFT) in accordance with the information provided by Customer. By providing a credit card or EFT number to WOW!, Customer authorizes WOW! to continue charging the credit card or EFT for all monthly fees (including without limitation monthly service fees and equipment charges, as well
as applicable taxes and fees) payable to WOW!, and any other charges incurred by Customer and payable to WOW! pursuant to the Agreement. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month for which the charges relate.

22. Pre-Payments and Security: WOW!, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges. Customer understands and agrees that EFT’s cannot be provided solely for security purposes. EFT’s provided for security purposes will also automatically deduct the full balance due on the customer’s account on a monthly basis. By providing a security deposit, or a credit card or EFT number to WOW!, Customer authorizes WOW! to charge against the credit card or EFT or withdraw from any security deposit or account: (i) the repair cost or replacement value (as determined by WOW! in its sole discretion) of all of our Equipment that is not returned to WOW! undamaged within ten (10) business days after disconnection of Service; and (ii) amounts due to WOW! for services, fees and other charges. Customer will be refunded the balance of any security deposit (without interest unless otherwise required by law), and all or a portion of the amount charged to Customer’s credit card or EFT for WOW! Equipment, if payment has been timely made for all amounts due on Customer’s account and Customer timely returns our Equipment undamaged.

23. Credit Card and Bank Account Authorization: Customer warrants that Customer is either the authorized signatory on the credit card or EFT placed with us, or Customer has secured permission from the authorized signatory on the credit card or EFT to allow us to charge amounts to the authorized signatory’s credit card or EFT in accordance with this Agreement. Customer authorizes us to charge all amounts due to us against the credit card or EFT. Customer agrees that we are not liable for any NSF, overdraft or other charges that may be imposed upon Customer as a result of any EFT or credit charge against Customer’s account. Customer agrees to inform us immediately of any change in credit card or EFT information (including without limitation a change in the credit card expiration date). Customer’s card issuer agreement governs use of the credit card in connection with the WOW! Service, and Customer must refer to that agreement with respect to Customer’s rights and liabilities as a cardholder. If we do not receive payment from Customer’s bank or credit card issuer or their agents, Customer agrees to immediately pay all amounts due upon demand by us.

24. Late Fee and Service Disconnection: If Customer’s account is 20 days past due (or such longer period specified by applicable law), Customer will be charged a $5.00 late fee, in addition to any past due balance. If Customer’s account is 40 or more days (or such longer period specified by applicable law) past due, Customer’s Service may be interrupted. If Customer’s account is 60 or more days (or such longer period specified by applicable law) past due, Customer’s service may be disconnected and an additional $5 late fee may be applied. WOW!’s late fee, service interruption and disconnection policies are subject to change.

25. Reconnection Charges, Terms and Conditions: Before restoring a Customer’s Service after disconnection for non-payment, WOW! may require that Customer establish an EFT method of payment (see Sections 21-23 above) and/or pay the full balance owed to WOW!, a security deposit, the published reconnection charge, and any applicable fees, taxes and any other applicable charges. Disconnected Customers who elect to remain disconnected are legally responsible for payment of all past due amounts, as well as for all of the safe return of all WOW! Equipment.

26. Credit Inquiries: WOW! RESERVES THE RIGHT TO VERIFY AND APPROVE CREDIT AS A CONDITION OF PROVIDING ANY SERVICES, AND CUSTOMER AUTHORIZES WOW! TO INVESTIGATE CUSTOMER’S CREDIT HISTORY BY OBTAINING A CREDIT REPORT OR OTHER SIMILAR INFORMATION AND/OR MAKING INQUIRIES OF ACCOUNT HISTORIES. CUSTOMER AUTHORIZES WOW! TO ENTER THIS INFORMATION IN CUSTOMER’S FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING CUSTOMER TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

27. Customer Information; Privacy: Customer agrees that WOW! may, from time to time, collect information concerning Customer, and Customer’s use of the Service in the manner and for the purposes set forth in this Agreement and the WOW! Privacy and CPNI Policies, which have been provided to Customer and are available for review on WOW!’s website, http://www.wowway.com/. You acknowledge that you have received the WOW! Privacy and CPNI Policies and that you expressly consent to the terms of those policies, which we may amend from time to time. Customer expressly grants WOW! permission to disclose personally identifiable information relating to Customer or Customer’s account in response to: (a) a government subpoena or warrant issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, WOW! shall have the right (except where prohibited by law notwithstanding Customer’s consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

28. CPNI Approval: Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications services) to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications services) to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications services) to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications services)
related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

29. Disability Access and 911 Dialing: WOW! phone uses the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. If you want to call someone using TRS, use your TTY or telephone, dial 711, and you will automatically be connected to a TRS operator. If you have any questions concerning access to or use of the WOW! phone service, please call us at 1-866-496-9669 or contact us from the Customer Care page at http://www.wowway.com/. For those WOW! Phone customers that utilize TRS by dialing 711 from your WOW! Phone, please use this service only in non-emergency situations. For any emergencies, please remember to dial 911 directly for quick and accurate emergency response.

30. Customer Representations: Customer represents and warrants that Customer is at least 18 years of age, and has provided and will continue to provide to WOW! accurate, complete, and current Customer information, including but not limited to Customer’s legal name, address, phone number(s), and payment data (including but not limited to credit card numbers and expiration dates). Customer agrees that during the term of this Agreement Customer will promptly notify us if there is any change in the information that Customer has provided to us in accordance with the terms of this Agreement. If Customer fails to provide and maintain accurate information, Customer is in breach of this Agreement.

31. No Warranties: CUSTOMER UNDERSTANDS AND AGREES THAT ALL SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE CUSTOMER’S USE IS ENTIRELY AT ITS OWN RISK. WOW!, ITS PARENT, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, DISTRIBUTORS, CONTRACTORS AND AGENTS (THE “WOW! ENTITIES”) MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR SOFTWARE, OR THE NETWORKS, SYSTEMS OR SOFTWARE OF THIRD PARTIES, OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, TO THE FULLEST EXTENT POSSIBLE. WOW! SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SYSTEM OR NETWORK, OR THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, VIRUS-FREE, ERROR-FREE OR FREE FROM OTHER HARMFUL COMPONENTS. WOW! MAKES NO WARRANTY THAT THE QUALITY OF THE SERVICES WILL MEET CUSTOMER’S EXPECTATIONS. THE SERVICE IS NOT FAIL-SAFE AND IS NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE SERVICE OR BREACH OF SECURITY COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT (“HIGH RISK ACTIVITIES”). THESE HIGH RISK ACTIVITIES MAY INCLUDE, WITHOUT LIMITATION, SITUATIONS REQUIRING FAIL-SAFE PHONE AND EMERGENCY SERVICE ACCESS DUE TO MEDICAL CONDITIONS OR OTHER EMERGENCIES, VITAL BUSINESS OR PERSONAL COMMUNICATIONS, OR ACTIVITIES WHERE ABSOLUTELY ACCURATE DATA OR INFORMATION IS REQUIRED. CUSTOMER EXPRESSLY ASSUMES THE RISKS OF ANY DAMAGES RESULTING FROM HIGH RISK ACTIVITIES. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT WOW! HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT WOW! HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FOR OTHER SERVICE PROVIDERS IN RELIANCE ON WOW! ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE. WOW! MAKES NO WARRANTY AS TO THE SECURITY OF CUSTOMER’S COMMUNICATIONS VIA WOW!’S FACILITIES OR THE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER’S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT THE WOW! ENTITIES WILL NOT BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER’S COMPUTER AND PHONE COMMUNICATIONS.

32. General Limitation of Liability: EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PROVIDED BY LAW, (I) THE WOW! ENTITIES SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY DIRECT OR INDIRECT, EXEMPLARY, MULTIPLIED, STATUTORY, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF USE, BUSINESS, GOODWILL, PROFITS, WAGES, SAVINGS OR REVENUE, OR HARM TO BUSINESS), AND WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY WHATSOEVER, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CUSTOMER’S USE OF
33. Limitations on WOW!'s Liability for Customer Equipment and Software: Customer Equipment may be damaged or suffer service outages as a result of the installation, self-installation, use, inspection, maintenance, repair, replacement or removal of the WOW! Equipment and the Services. Except for gross negligence or willful misconduct by us, neither WOW! nor any of its affiliates, suppliers or agents shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by WOW!, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of $250. This shall be your sole remedy relating to such activity. In addition, as part of the installation process for the software and other components of the Service, system files on your computer may be modified. WOW! does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s) or cause the loss of files. FOR THESE AND OTHER REASONS, IT IS RECOMMENDED THAT YOU BACK-UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. THE WOW! ENTITIES SHALL HAVE NO LIABILITY, AND THE WOW! ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES. THE FEES FOR THE SERVICES SET BY WOW! HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON VARIOUS FACTORS INCLUDING THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW THE WOW! ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS AGREEMENT.

In addition, the opening of your computer or other devices may void warranties provided by the computer or device manufacturer or other parties relating to the computer’s (or other device’s) hardware or software. You understand that your computer or other device may need to be opened, either by you or by us or our agents, in connection with the installation or repair of the Service. NEITHER WOW! NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST WOW! FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE WOW! EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT.

When you use certain features of the Services, such as online features of the Services (where available), you may require special software, applications, and/or access to the Internet. WOW! makes no representation or warranty that any software or application installed on your computer(s) or the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER WOW! NOR ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

WOW! does not represent, warrant, or covenant that the installation of the software or applications described in the preceding paragraph or access to our web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE
OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WOW! NOR ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

34. Limitations on WOW!'s Liability for Third Parties: Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components and/or features of the Services, including without limitation, their services, equipment, infrastructure, or content. WOW! is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components or features of the Services. WOW! shall not be bound by any undertaking, representation or warranty made by an agent, or employee of WOW! or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). WOW! is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components or features of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content and WOW! assumes no liability for such products, services, or content. The limitations of liability set forth in this Agreement apply to any acts, omissions, and negligence of WOW! and its affiliates, employees, suppliers and agents which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

35. Price Lists and Service Information: While we try to ensure that all prices and other information relating to our Services that we make available to you, online or offline, and whether in the form of advertisements, customer communications or customer information materials, is accurate at all times, we cannot be responsible for unintended inaccuracies, incorrect information or errors ("Unintended Service Information"). WOW! is not responsible and shall have no liability or obligation with respect to Unintended Service Information. If we discover any Unintended Service Information, we will endeavor to correct the Unintended Service Information as soon as we become aware of it. WOW! shall have the right to refuse or cancel any services based on Unintended Service Information. You agree to release, hold harmless and indemnify WOW! and its affiliates, suppliers and agents from any and all liability arising from Unintended Service Information.

36. Sole Remedy: Customer’s sole and exclusive remedies are as expressly set forth in these Terms and Conditions as the same may be amended in writing by WOW! from time to time. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the exclusions described above in this Agreement may not apply. In such states, THE LIABILITY OF THE WOW! ENTITIES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

37. Customer Indemnification: Customer agrees to defend, indemnify and hold harmless the WOW! Entities from and against any and all claims and expenses, including reasonable attorneys' fees: (i) arising out of or related in any way to the use of the Service, Equipment or software by Customer (including its employees, agents and other users who access Customer’s account) or otherwise arising out of the use of Customer’s Account or any equipment or facilities in connection therewith, or the use of any other products or services provided by WOW! to Customer; (ii) breach of this Agreement; and/or (iii) violation of applicable law, including laws relating to libel, slander, protection of patents, copyrights, trademarks and other intellectual property rights. WOW! reserves the right to terminate or suspend the Service, and/or remove content from the Service, if WOW! determines, in its sole discretion, that Customer’s use of the Service does not conform with the requirements set forth in this Agreement, interferes with WOW!'s ability to provide the Service, or violates any laws or regulations. WOW!’s actions or inaction under this Section shall not constitute review or approval of any use of the Service or content transmitted by Customer. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE WOW! ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM THE CONTENT TRANSMITTED BY CUSTOMER (OR ANYONE USING CUSTOMER’S ACCOUNT) BY USE OF THE SERVICES. THE WOW! ENTITIES ARE INTENDED THIRD PARTY BENEFICIARIES WITH A RIGHT OF ENFORCEMENT OF THE EXCLUSIONS AND LIMITATIONS OF LIABILITY AND THE INDEMNITIES CONTAINED IN THIS AGREEMENT.

38. Survival of Limitations: All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

39. Complaint Resolution: Customer may submit a complaint to WOW! with regard to any aspect of the Service at any time. WOW! maintains a toll-free telephone number (866) 4WOW-NOW that is available 24 hours a day, 7 days a week. When you call about a service problem, a customer care representative (CCR) will attempt to determine the nature of the problem. If possible, the CCR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CCR will schedule a
service technician to visit your home. If a Customer has a complaint requiring further escalation, Customer should contact WOW! at our toll-free number, in writing at WOW! Internet, Cable & Phone, Attn: Billing Disputes, P.O. Box 63000, Colorado Springs, CO 80962-3000, or by e-mailing us from the “Contact Us” section on http://www.wowway.com/. WOW!’s policy is to reply to an escalated Customer complaint within thirty working days of receipt. WOW! will endeavor to include in its reply a statement of action taken, description of future work needed to resolve any issue or an explanation why the complaint is unjustified or outside the jurisdiction of WOW!

40. Binding Arbitration for Residential Services Customers: UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR EQUIPMENT PROVIDED BY WOW! OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH WOW!, 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 (A “DISPUTE”) THAT CANNOT BE RESOLVED INFORMALLY AS DESCRIBED ABOVE SHALL, AT THE ELECTION OF EITHER PARTY, BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE UNDER THE THEN - CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY.

The parties intend that the term “dispute” be interpreted as broadly as possible and to include: (i) claims based on events that occurred prior to the date of this or any prior Agreement, (ii) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration provision also does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission.

The party initiating the arbitration proceeding may initiate the arbitration proceeding with American Arbitration Association (“AAA”), 335 Madison Ave., floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org, or, by separate mutual agreement between us, to another arbitration organization. If there is a conflict between this arbitration provision and the rules of the arbitration organization chosen, this arbitration provision shall govern. If the arbitration organization selected will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision shall govern.

We further agree that:

A. You must contact us within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to Section 5 of the Agreement), or you waive the right to pursue any claim based upon such event, facts or dispute.

B. The arbitrator is bound by the terms of this arbitration provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

C. No claim subject to arbitration under this Agreement may be combined with a claim subject to resolution before a court of law or equity.

D. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

E. Any award of the arbitrator shall be in writing but need not state the reasons for the award unless requested by either party. Judgment upon an award may be entered in any court having competent jurisdiction.

F. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth in or excluded under any section of this Agreement.

G. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared; provided, however, before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees to the extent they exceed your local small claims court filing fees and (2) the portion of the arbitrator’s costs for which you would normally be responsible. If WOW! wins the arbitration, you will reimburse us for these advances. In all events, WOW! will be responsible for its own expenses and costs.

H. The parties expressly waive any entitlement to attorneys’ fees or punitive, incidental, consequential, exemplary, statutory or multiplied damages to the fullest extent permitted by law.

I. Claims may be brought on a party’s own behalf, and not on behalf of any official or other person, or any class of people. All parties to the arbitration must be individually named. Consolidated or class action arbitrations shall not be permitted. You agree that you and WOW! are each waiving the right to a trial

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by jury or to participate in a consolidated or class action.  
J. Any arbitration award over $75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution’s appeal rules, within 120 days of filing.  
K. If any clause within this arbitration provision (other than the class action waiver clause identified above) is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court.  
L. In the event this entire arbitration provision 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 provision, you and WOW! have each agreed to waive, to the fullest extent allowed by law, any trial by jury.  

This arbitration provision shall survive the termination of this Agreement or your Service(s) with WOW!.

41. Informational Messages About Your Account and Services: We ask that you provide us with a contact telephone number (which may be your home telephone, your cell phone, or another number that you provide to us). By providing us with this contact number, you give us express consent to call you to provide you with informational messages about your account and services (for example, we may call you if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these may include autodialed calls and/or pre-recorded messages. You also agree to notify us immediately if your contact telephone number changes.

42. Modification of Terms; Customer Notices: So long as Services are provided to Customer, these Terms and Conditions, as amended, will remain in effect until canceled by either party in accordance with these Terms and Conditions. CUSTOMER AGREES AND ACKNOWLEDGES THAT WOW! MAY FROM TIME TO TIME AMEND, REVISE OR RESTATE THESE TERMS AND CONDITIONS. CUSTOMER SHALL BE NOTIFIED OF ANY MATERIAL AMENDMENTS, REVISIONS OR RESTATEMENTS THROUGH ELECTRONIC, WRITTEN OR OTHER MEANS. FOR EXAMPLE, WE MAY NOTIFY YOU OF SUCH CHANGES BY U.S. OR OVERNIGHT MAIL, BY HAND DELIVERY (E.G., AT THE TIME OF INSTALLATION OF SERVICE), BY SENDING YOU AN EMAIL OR BY POSTING THE CHANGE ON OUR WEBSITE AT HTTP://WWW.WOWWAY.COM/ (OR AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU AGREE THAT ANY ONE OF THE FORGOING MEANS OF NOTIFICATION IS SUFFICIENT.  ANY AMENDMENT, REVISION OR RESTATEMENT OF THIS AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY UPON THE GIVING OF SUCH NOTICE. CUSTOMER’S CONTINUED ACCESS TO OR USE OF THE SERVICE SHALL BE DEEMED CONCLUSIVE ACCEPTANCE OF THE AMENDED, REVISED OR RESTATED AGREEMENT AND ITS TERMS AND CONDITIONS. BECAUSE WE MAY FROM TIME TO TIME USE THE METHODS DESCRIBED ABOVE TO NOTIFY YOU ABOUT IMPORTANT INFORMATION REGARDING THE SERVICES, THIS AGREEMENT, AND RELATED MATTERS, YOU AGREE TO REGULARLY CHECK YOUR POSTAL MAIL, E-MAIL, AND ALL POSTINGS ON OUR WEBSITE AT WWW.WOWAY.COM (OR AT AN ALTERNATIVE SITE AS DESIGNATED BY WOW!). YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU BEAR THE RISK OF FAILING TO DO SO.

43. Retention of Rights: Nothing contained in this Agreement shall be construed to limit WOW!’s rights and remedies available at law or in equity. WOW! and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, call detail, data, files, or other Customer information that is stored on WOW!’s or its suppliers’ servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other Customer information.

44. Change in Regulatory Status: Customer acknowledges and understands that the Service uses Voice over Internet Protocol (VOIP) to transmit calls. At present, VOIP is not regulated as a “telephone” service. Important distinctions exist between regulated telephone service and the information Service offering provided by WOW!. The Service is subject to different regulatory treatment than telephone service. This treatment may, for example, limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies. The FCC and State regulators are currently reviewing the proper regulatory status of VOIP services. Customer agrees that this Agreement shall be restated to the extent necessary to comply with any change in or clarification to applicable law that impacts upon the Service.

45. Entire Agreement: This Agreement, together with any applicable sales or work order or other written agreement (and rules, regulations and policies adopted by WOW!), constitutes the entire agreement between the Customer and WOW!. No undertaking, representation or warranty made by any agent or representative of WOW! in connection with the sale, installation, maintenance or removal of WOW!’s Services shall be binding on WOW! except as expressly set forth in writing herein.

46. Severability: The parties acknowledge that WOW! is subject to the provisions of applicable federal, state and local laws and regulations (“Applicable Law”). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, this Agreement shall remain in full force and effect, except for such term.
47. **Force Majeure:** WOW! shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond WOW!’s control, including but not limited to acts of God, war, terrorist event, riot, embargoes, acts of civil or military authorities, actions or failures of suppliers or vendors, fire, floods, accidents, strikes, or shortages, failures or unavailability of telecommunications or computer facilities, resources, fuel, energy, labor or materials. WOW! may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects WOW!’s ability to provide the Services herein.

48. **Applicable Law:** This Agreement shall be construed and enforced under applicable federal law, the regulations of the FCC and laws of the state and locality in which the Services are performed.

(Revision Date: August 15, 2012.)