

## IMPORTANT INFORMATION, TERMS AND CONDITIONS REGARDING YOUR ADVANCED PHONE SERVICES

The following information, terms and conditions are provided to you regarding your subscription to Advanced Phone services. These are in addition to the terms and conditions set forth in the Advanced Cable Communications Subscriber Agreement ("Subscriber Agreement") with Advanced Cable Communications ("ACC", "we," "us," "our") for Advanced Cable Communications' Voice over Internet Protocol Services (together with related 911/E911 and other services, "Advanced Phone"). The Subscriber Agreement incorporates any then-current pricing guide on [www.advancedcable.net](http://www.advancedcable.net). Together, these documents set forth the terms and conditions under which residential customers ("Customer," "you," "your") will be provided Advance Phone and, if necessary, devices used in connection with the Advanced Phone services, including the "ACC Equipment" defined below.

WHEN YOU ENROLL IN, USE, OR PAY FOR THE ADVANCED PHONE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE SUBSCRIBER AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OR CONDITIONS, CANCEL THE ADVANCED PHONE SERVICES IMMEDIATELY BY CALLING OUR CUSTOMER SERVICE DEPARTMENT AT 954-753-0100 DURING NORMAL BUSINESS HOURS.

### 1. ADVANCED PHONE SERVICES.

**a. Advanced Phone versus traditional telephone services.** Advanced Phone services are not traditional telephone services, and Advanced Cable Communications (ACC) provides them on an as-is basis. Important distinctions exist between traditional telephone services and the Advanced Phone services. Some but not all of these distinctions are outlined in our Advanced Cable Communications Subscriber Agreement. Because the Advanced Phone services are not designed for use in situations where error-free or uninterrupted service is essential, you expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Advanced Phone services could lead to material injury to business, persons, property, or the environment.

**b. Directory listings.** Any phone numbers that you obtain from us will be listed in telephone directories unless you request an unlisted phone number, for which there may be an additional charge.

**c. Changing your Advanced Phone services.** You must contact us anytime you wish to upgrade or change your Advanced Phone Services. In certain instances, a service call may be required. A time will be scheduled for one of our trained technicians to stop by your home. There may be a fee to upgrade or change your Advanced Phone services. A Customer Service Representative can assist you in determining what, if any, costs are associated with the change you are requesting.

### 2. CUSTOMER EQUIPMENT, ADVANCED PHONE EQUIPMENT, AND ADVANCED CABLE COMMUNICATIONS' ACCESS TO CUSTOMER PREMISES.

**a. "Customer Equipment" that you must provide.** In order to use the Advanced Phone services, you are required to provide certain equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. Because we may have limited ability to install wire or outlets in a rental property, you may wish to

provide a cordless phone if you live in a rental property so that you can use our Advanced Phone services throughout your unit.

**b. Customer Equipment.**

**i. Maintenance.** ACC shall have no obligation to provide, maintain, or service any Customer Equipment.

**ii. Specifications for Customer Equipment and Internet**

**connection.** Any Customer Equipment that you use in connection with the Advanced Phone services must meet our current minimum technical and other requirements. You may not use the Advanced Phone without an Advanced Cable Communications broadband high speed Internet connection.

**iii. Non-Recommended Configurations.** If you install or use in connection with the Advanced Phone services any Customer Equipment or an Internet connection that does not meet the minimum technical or other requirements described in Section 2.b.ii above (a "Non-Recommended Configuration"), you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the MTA.

**c. "Advanced Phone Equipment."**

**i. Ownership.** "Advanced Phone Equipment" shall mean all equipment, such as MTAs, external cabling and related electronic devices, owned by ACC. Advanced Phone Equipment will at all times remain the property of Advanced Cable Communications.

**ii. Your responsibility for Advanced Phone Equipment.** Advanced Phone Equipment is merely a means for us to provide you the Advanced Phone services, and we may remove or change it at our discretion. You may not use Advanced Phone Equipment for any purpose other than to use the Advanced Phone services. Advanced Cable Communications will repair and maintain all Advanced Phone Equipment during the term of your subscription to the services. You cannot allow Advanced Phone Equipment to be serviced by anyone other than Advanced Cable Communications' employees or agents. You are responsible for all ACC equipment while in your possession. Damages beyond normal use, or failure to return the Advanced Phone Equipment, will result in additional fees being charged to you.

**iii. Relocation:** Advanced Phone services can only be used at your service address appearing in our records. If you attempt to install or use the MTA or Advanced Phone at another location, the Advanced Phone services, including but not limited to 911/E911, may fail to function or may function improperly. If you move the MTA or Advanced Phone services to another location without notifying ACC, you do so in violation of the Advanced Cable Communications Subscriber Agreement and at your own risk, and Advanced Cable Communications reserves the right to terminate the Advanced Phone services immediately and without Notice, leaving you responsible for all outstanding charges, which immediately become due and payable. If you change residences, you must contact ACC for information on whether the Advanced Phone services can be transferred to your new residence, to schedule a date to connect your new Advanced Phone services (if available), and to supply us with the date to disconnect the Advanced Phone services at your old address. There will be a nominal transfer fee charged to your account. If you plan to move outside ACC's service area, you must call us with the date to disconnect your Advanced Phone services.

**d. Advanced Cable Communication's access to customer premises and MTA:**

**i. Access.** From time to time, ACC may need to enter your service address ("Premises") in order to install, maintain, repair, or remove the Advanced Phone services and

Advanced Phone Equipment, including the Multimedia Terminal Adapter (MTA), also known as the phone modem.

Accordingly, as stipulated in the Advanced Cable Communications Subscriber Agreement, you authorize ACC and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us.

**ii. Authorization for access.** You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to afford us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, and evidence or written consent from the owner that the owner has authorized you to grant access to the Premises and to install the Advanced Phone services.

**iii. Affiliates and subcontractors.** Advanced Cable Communications' affiliates or subcontractors may perform some or all of the duties to install, maintain and/or repair Advanced Phone services.

### **3. LIMITATIONS ON 911/E911 SERVICES.**

**The Advanced Phone services include 911/Enhanced 911 functions ("911/E911") that may differ from the 911 or Enhanced 911 functions furnished by traditional telephone companies, and that has certain limitations. CAREFULLY READ THE INFORMATION BELOW.**

**a. Your correct address is necessary.** In order for your 911/E911 calls to be properly directed to emergency services, ACC must have your correct service address. If you move the Advanced Phone services to a different address without ACC's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Advanced Phone services and 911/E911 services may fail altogether. Accordingly, you must call 954-753-0100 before you move the Advanced Phone services to a new address.

**b. Delays in updating location information in emergency database.** ACC will need several business days to update your service address in the emergency database so that your 911/E911 calls can be properly directed. In the meantime, 911/E911 calls may be directed to your former address. As noted in Section 2.c.iii above, all changes in service address require ACC's prior approval.

**c. Electric outages.** ACC's Advanced Phone services use the electrical power in your home. If there is an electrical power outage, the MTA has battery backup providing up to 4 hours of backup power. If the battery is uncharged, discharges, is improperly installed or malfunctions during a power outage, 911/E911 calling will be interrupted.

**d. Broadband outages and maintenance.** All calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem, or if the network is undergoing maintenance.

**e. Network congestion; reduced speed for routing or answering 911 calls.** There may be a greater possibility of network congestion and reduced speed in the routing of a 911 call made with the Advanced Phone services as compared to traditional telephone services. Affixed to your ACC-provided MTAs are warning

**stickers that summarize the above limitations. If your ACC-provide MTAs do not have such warning stickers, or if you require additional warning stickers, please contact our customer service department.**

**LIMITATION ON LIABILITY: PURSUANT TO THE ADVANCED CABLE COMMUNICATIONS SUBSCRIBER AGREEMENT YOU ACKNOWLEDGE AND AGREE THAT THE ADVANCED CABLE COMMUNICATIONS PARTIES AND THEIR UNDERLYING PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911/E911 USING THE ADVANCED PHONE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ADVANCED CABLE COMMUNICATIONS PARTIES AND THEIR UNDERLYING PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE ADVANCED PHONE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE ADVANCED PHONE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE ADVANCED PHONE SERVICES.**

**4. INCOMPATIBILITY OF THE ADVANCED PHONE SERVICES WITH CERTAIN EQUIPMENT, SERVICES, AND ACTIVITIES.** Advanced Phone may not support or be compatible with:

- a. Non-Recommended Configurations as defined in Section 2.b.iii;
- b. Certain non-voice communications equipment, including but not limited to alarm or home security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems;
- c. Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units;
- d. Casual/dial around (10-10) calling. If you want the ability to use the Advanced Phone services with 900 or 976 numbers, you must expressly request such service from ACC.
- e. 311, 511 or other x11 calling (other than 411, 611, 711, and 911); and
- f. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling).

BY ACCEPTANCE OF ADVANCED PHONE SERVICES, YOU WAIVE ALL CLAIMS AGAINST THE ADVANCED CABLE COMMUNICATIONS PARTIES AND THEIR UNDERLYING PROVIDERS FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN ACC'S EQUIPMENT OR THE ADVANCED PHONE 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 SECTION 9.a.

#### **5. BILLING AND PAYMENT.**

- a. **Charges, fees, and taxes that you must pay.**

**i. Charges.** You agree to pay all charges associated with the Advanced Phone services. These charges may include but not be limited to installation charges, monthly service charges, usage charges, surcharges for international calls to wireless telephones, charges for the use of ACC Equipment, charges for service calls, and other charges. Updated pricing guides can be found at [www.advancedcable.net](http://www.advancedcable.net).

**ii. Taxes and other fees.** You agree to pay any and all applicable federal, state, and local taxes (however designated) levied upon us and our affiliates in connection with the sale, installation, use, or provision of the Advanced Phone services, and amounts that we may be required to collect or pay in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, etc. Consult ACC's pricing guide for additional details.

**iii. Notification of changes.** We may change the fees and charges for the Advanced Phone services from time to time at our discretion; specifically, we may decrease fees and charges with or without advance Notice (as defined in Section 13.b), and we may increase fees and charges for the Advanced Phone by posting new pricing at [www.advancedcable.net](http://www.advancedcable.net). Taxes and fees may be changed with or without Notice. You will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.

**b. Commencement of billing.** Billing for the Advanced Phone services will commence on the date that your service is installed by ACC.

**c. Per-call and measured-call charges.** Our calling plans may not include certain call types. These call types will instead be charged on a per-call (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured 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. Measured 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 ACC, its affiliates or suppliers for a completed call when the called party's line rings or after a certain number of rings. In these situations, ACC will charge for the call as if it were answered by the called party. If a computed charge includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Consult ACC's pricing guide for information on per-call charges and the timing of measured-call charges.

**d. Third-party charges that are your responsibility.** The Advanced Phone 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.

**e. Billing statements.** ACC will send you a billing statement once every month. All services are billed one month in advance, with the exception of per-call and measured-call charges and surcharges, which are billed after they have been incurred. Any changes you have made to your service will be reflected from the date of the change to the end of the billing period.

**f. Payment due date; late payments; disconnection.** Payment is due upon receipt of your billing statement. If your account has a balance due that is over 31 days old, you are subject to disconnection of your Advanced Phone services. Once your Advanced Phone services have been disconnected, the entire balance due, a reconnection fee, and one month's service in advance must be paid prior to reconnection. Once payment has been made, your service will be reconnected at the first available opportunity. If your payment is returned to ACC unpaid, you are immediately in default and subject to a returned check charge. A late fee will be assessed on your account if payment is not received before the next bill is rendered. You agree to pay ACC its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under the Advanced Cable Communications Subscriber Agreement.

**g. Billing questions.** If you have any questions about any of the charges on your bill, you must contact Customer Service within 30 days after the billing date of the disputed charge. Otherwise, all charges are considered accurate and are due.

**h. Payment options.** We offer a variety of payment options:

- Pay in person at our offices during regular business hours.
- Pay in person after business hours by placing your payment in our drop box/slot located at our offices.
- Mail your payment to the address on your billing statement.
- Pay by phone with a debit/credit card or by check.
- Pay automatically every month via your debit/credit card. Contact our office for details.
- Pay online at [www.advancedcable.net](http://www.advancedcable.net)

**i. Our right to make credit inquiries.** You authorize ACC to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.

**6. PRIVACY POLICY.** ACC will respect your privacy interests, including your ability to limit disclosure of certain information to third parties in the manner described in ACC's privacy policy posted at [www.advancedcable.net](http://www.advancedcable.net). You acknowledge that you have reviewed this privacy policy, and that you expressly consent to the terms of those policies. We may amend our policies from time to time.

## **7. LIMITS ON YOUR USE OF THE SERVICES.**

**a. Acceptable use.** You agree to ensure that all uses of ACC's Equipment and the Advanced Phone services installed at your premises ("use" or "uses") are legal and that all uses by you or by any other person, whether authorized by you or not ("user"), comply with all applicable laws, regulations, and written and electronic instructions for use. ACC reserves the right to act immediately and without Notice to terminate or suspend the Advanced Phone services and to remove from the Advanced Phone services any information transmitted by or to you or users if ACC determines that such use or information does not conform with the requirements set forth in the Advanced Cable Communications Subscriber Agreement, interferes with ACC's ability to provide the Advanced Phone services to you or others, or reasonably believes that such use or information may violate any laws or regulations. ACC's action or inaction under this Section 7.a. shall not constitute review or approval of your or any other users' use or information.

**b. Residential use only.** Unless you subscribe to a service plan that expressly permits otherwise, you agree to use the Advanced Phone services solely for residential

purposes, however, you are permitted to use the Advanced Phone services to make business calls that are incidental to your personal and non-commercial use of the Advanced Phone services. You may not resell the Advanced Phone services. You expressly agree not to use the Advanced Phone for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that the Advanced Phone services are being used in violation of the Advanced Cable Communications Subscriber Agreement, we reserve the right to immediately and without Notice to terminate or modify the Advanced Phone services and to assess additional charges for each month in which excessive usage occurred.

**c. No tampering with Advanced Phone services or ACC Equipment.**

You will not service, alter, modify, or tamper with ACC Equipment or with the Advanced Phone services, or permit any other person (not expressly authorized by ACC) to do so.

**d. Your obligation to report theft of service immediately.** Theft of the Advanced Phone services is against federal and state law. Such theft results in both increased cost and degradation of the quality of reception to honest customers. ACC will continue to prosecute those guilty of stealing the Advanced Phone services to the fullest extent allowed by federal and state laws. All reports of theft will be fully investigated and appropriate action will be taken. You will be liable for all use of the Advanced Phone services using your MTA and for any and all stolen Advanced Phone services or unauthorized use of the Advanced Phone services. You agree to notify us immediately in writing or by calling our customer service department during normal business hours if you become aware at any time that the MTA is stolen or that your Advanced Phone services are being stolen or used without your authorization. Until such time as you notify us of theft or fraudulent or unauthorized use, you will be liable for any stolen, fraudulent, or unauthorized use of the Advanced Phone services. If you fail to notify us in a timely manner, your Advanced Phone services may be terminated without Notice, with additional charges to you.

**e. Limits on your license to use firmware or software.** The Advanced Phone services and ACC Equipment, including any firmware or software embedded in ACC's Equipment or used to provide the Advanced Phone services, are protected by trademark, copyright, and other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with the Advanced Cable Communications Subscriber Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in ACC's Equipment or used to provide the Advanced Phone services. You expressly agree that you will use ACC's Equipment exclusively in connection with the Advanced Phone services. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. ACC reserves the right to maintain and upgrade its network to provide for the maximum possible reliability. Accordingly, you acknowledge and agree that ACC may access through ACC's network ACC's Equipment, including the MTA that you are using with the Advanced Phone services in order to perform diagnostics, testing of, and updates to the firmware or software embedded in ACC's Equipment, including the MTA. ("Remote Maintenance"). The Remote Maintenance may require capture of packets received or transmitted by the Advanced Phone Services. Packets captured in the process of performing Remote Maintenance shall be used only for the purpose of Remote

Maintenance. You authorize ACC to perform such Remote Maintenance. Use of the Advanced Phone services through an interface device not provided by ACC is prohibited, and ACC reserves the right to terminate the Advanced Cable Communications Subscriber Agreement immediately and without Notice if you use such an interface device. You will indemnify and hold harmless the ACC Parties and their underlying providers from and against any and all liability arising out of your use of such interface device with the Advanced Phone services.

**f. Protection of ACC's information and marks.** All Advanced Phone information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of ACC are and shall remain the exclusive property of ACC or its licensors. Nothing in the Advanced Cable Communications Subscriber Agreement shall grant you the right or license to use any of the marks.

**8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** You represent and warrant that you are at least 18 years of age. You also represent and warrant that you have provided and will continue to provide to ACC accurate, complete, and current customer information, including but not limited to your legal name, address, phone numbers, and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of the Advanced Cable Communications Subscriber Agreement you will promptly notify us if there is any change in the information that you have provided to ACC.

#### **9. TERMINATION OF THE SUBSCRIBER AGREEMENT.**

**a. Termination by you.** You may terminate the Advanced Cable Communications Subscriber Agreement for any reason at any time by providing notice of termination to ACC by (i) sending a written notice to the postal address specified in Section 13.a; or (ii) calling Customer Service during normal business hours. All applicable fees and charges will accrue until the date of termination, but we will refund all prepaid monthly service fees charged for the Advanced Phone after the date of termination (less any outstanding amounts due ACC).

**b. Suspension and termination by ACC.** We may suspend your Advanced Phone services or terminate the Advanced Cable Communications Subscriber Agreement at any time for any reason. If we suspend your Advanced Phone services or terminate the Subscriber Agreement because you failed to comply in full with any term of the Subscriber Agreement, we may do so at any time upon 7 days' Notice, or upon less than 7 days' Notice or without Notice where permitted by the Subscriber Agreement. If we suspend the Advanced Phone services or terminate the Subscriber Agreement for any other reason, we must first give you 7 days' Notice. If we suspend the Advanced Phone services or terminate the Subscriber Agreement for a reason other than your violation of the Subscriber Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund all prepaid monthly service fees charged for the Advanced Phone services after the date of termination (less any outstanding amounts due ACC). You understand and acknowledge that all Advanced Phone services, including 911/E911, will be disabled because of termination of your account.

**d. Your obligations upon termination.** You agree that upon termination of the Subscriber Agreement you will do the following: (i) You will immediately cease use of the Advanced Phone services and all ACC Equipment; and (ii) you will pay in full for your

use of the Advanced Phone services and ACC's Equipment up to the later of the effective date of termination of the Subscriber Agreement or the date on which the Advanced Phone services are disconnected and all ACC Equipment has been returned.

**e. Retention of Rights.** Nothing contained in the Subscriber Agreement shall be construed to limit ACC's rights and remedies available at law or in equity. ACC and its suppliers reserve the right both during the term of the Subscriber Agreement and upon its termination to delete your voicemail, data, files, or other customer information that is stored on ACC'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, data, files, or other customer information.

**10. TRANSFER OF YOUR PHONE NUMBER.** If you are switching to the Advanced Phone services from another service provider, you may not be able to transfer your existing phone number to the Advanced Phone services. If you switch from ACC to another provider, you may not be able to transfer your phone number from ACC to the new provider.

**11. LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES; WARNINGS.**

**a. Limited Warranty.** ACC'S EQUIPMENT, INCLUDING THE MTA, AND THE ADVANCED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ACC PARTIES DO NOT WARRANT THAT ACC'S EQUIPMENT, INCLUDING ANY MTAs PROVIDED BY ACC, OR THE ADVANCED SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. THE ACC PARTIES DO NOT WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE EXCLUDED.

ACC will compensate you for a service interruption only in the event of complete failure of the Advanced Services because of a technical malfunction for 24 or more consecutive hours. In such case, your sole remedy, available upon your request, will be limited to a prorated credit against the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees). To qualify for the credit, you must request the credit from ACC within 30 days of the failure. We shall not compensate you for any service interruption caused by a power outage or by Customer Equipment. Credits will be applied only against current and future fees payable by you for the Advanced services. Any credits provided by ACC are at our sole discretion and in no event shall constitute or be construed as a course of conduct by ACC.

**b. Limitation of liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THE SUBSCRIBER AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL THE ACC PARTIES OR THEIR UNDERLYING PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR

CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE ADVANCED SERVICES, INCLUDING LACK OF 911/E911 SERVICES OR DIALING ASSOCIATED WITH AN ALARM OR SECURITY SYSTEM, MEDICAL MONITORING DEVICE, FAX EQUIPMENT, DIAL-UP MODEMS, OR ACC'S EQUIPMENT, MTAs PROVIDED BY ACC, OR CUSTOMER'S RELIANCE ON OR USE OF ACC'S EQUIPMENT, MTAs PROVIDED BY ACC, OR THE ADVANCED PHONE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF ACC'S EQUIPMENT, MTAs PROVIDED BY ACC, OR THE ADVANCED PHONE SERVICES; 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 ACC'S EQUIPMENT, MTAs PROVIDED BY ACC, OR THE ADVANCED PHONE SERVICES 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 ANY THIRD PARTY.

**c. Limitations on ACC's Liability for Directories and Directory Assistance.** THE LIMITATIONS IN THIS SECTION 11.c SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING OR PUBLICATION OPTION. IF (i) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (ii) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (iii) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, OR (iv) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF THE ACC PARTIES IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO ACC TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD THE ACC PARTIES AND ITS UNDERLYING PROVIDERS HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

**d. Customer's indemnification obligations.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE SUBSCRIBER AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE ACC PARTIES AND ITS UNDERLYING PROVIDERS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THE SUBSCRIBER AGREEMENT OR YOUR AND YOUR USERS' USE OF THE ADVANCED PHONE SERVICES OR ANY ACC EQUIPMENT OR MTA PROVIDED BY ACC, INCLUDING BUT NOT LIMITED TO

ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 SERVICES OR DIALING ASSOCIATED WITH AN ALARM OR SECURITY SYSTEM, MEDICAL MONITORING DEVICE, FAX EQUIPMENT OR DIAL-UP MODEM. YOU AGREE THAT THE ACC PARTIES AND THEIR UNDERLYING PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE ADVANCED PHONE SERVICES, ACC'S EQUIPMENT, OR ANY MTA PROVIDED BY ACC. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

**e. Limitations on ACC's liability for Customer Equipment and software.** Customer Equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair, and removal of ACC's Equipment and the Advanced Phone services, or upgrades to firmware or software embedded in ACC's Equipment or the MTA used with the Advanced Phone services. Except for gross negligence or willful misconduct by us, the ACC Parties shall have no liability whatsoever for any damage, loss, or destruction to the Customer Equipment. Use of certain features of the Advanced Phone services may require special software, applications, or access to web portals. ACC makes no representation or warranty that any software or application installed on your computer or web portal 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, 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 ACC PARTIES AND THEIR UNDERLYING PROVIDERS 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.

ACC does not represent, warrant, or covenant that the installation of the special software or applications described in the preceding paragraph or access to our web portals will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer. 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 THE ACC PARTIES OR THEIR UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

**f. Limitations on ACC's liability for third parties.** Notwithstanding anything to the contrary in the Subscriber Agreement, you acknowledge and understand that we may use third parties to provide components of the Advanced Phone services, including without limitation their services, equipment, and infrastructure. ACC is not responsible for the performance or non-performance of third-party services, equipment, or infrastructure, whether or not they constitute components of the Advanced Phone services. ACC shall not be bound by any undertaking, representation, or warranty made by an agent or employee of ACC or of our underlying providers in connection with the installation, maintenance, or provision of the Advanced Phone services, if that undertaking, representation, or warranty is inconsistent with the terms of the Subscriber

Agreement. The limitations of liability set forth in Sections 11.b and 11.c apply to any acts, omissions, and negligence of the ACC Parties and their underlying providers which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

**g. Customer's sole remedies.** Your sole and exclusive remedies under the Subscriber Agreement are as expressly set forth in the Subscriber Agreement. The liability of the ACC Parties and their underlying providers is limited as set forth by the Subscriber Agreement, or, where applicable law limits such limitations of liability, to the maximum extent permitted by law.

**h. Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in the Subscriber Agreement shall survive the termination of the Subscriber 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.

**12. ARBITRATION . EXCEPT FOR CLAIMS BY ACC FOR NONPAYMENT FOR, THEFT OF, OR MISUSE OF THE ADVANCED PHONE SERVICES, OR FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE SUBSCRIBER AGREEMENT 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 ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE SUNSCRIBER 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 THE SUBSCRIBER 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. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.** This Section 12 shall survive the termination of your Advanced Phone services with ACC.

### **13. MISCELLANEOUS.**

**a. How to contact ACC.** For any inquiries or notices required in connection with the Subscriber Agreement, you may contact us (i) in writing to our Customer Service Department at 12409 NW 35<sup>th</sup> Street, Coral Springs, FL 33065 or (ii) on our customer service line at 954-753-0100 during normal business hours.

**b. How you will receive Notices.** ACC MAY DELIVER THE SUBSCRIBER AGREEMENT, UPDATES TO THE SUBSCRIBER AGREEMENT, PRICING GUIDES,

OR ANY OTHER COMMUNICATIONS, DISCLOSURES, OR NOTICES TO YOU BY POSTING THEM TO OUR WEBSITE LOCATED AT [www.advancedcable.net](http://www.advancedcable.net), BY SENDING THEM VIA EMAIL, U.S. MAIL, OR OVERNIGHT MAIL TO YOUR PHYSICAL ADDRESS OF RECORD, OR THE EMAIL ADDRESS ON ACC'S ACCOUNT RECORDS, OR BY DELIVERING THEM BY HAND AT THE TIME OF INSTALLATION, REPAIR, MAINTENANCE OR REMOVAL OF THE ADVANCED PHONE SERVICES ("NOTICE"). YOU AGREE THAT ANY ONE OF THE FOREGOING WILL CONSTITUTE SUFFICIENT NOTICE.

**c. Your system requirements.** To view the Subscriber Agreement online, receive electronic Notices, and to access and retain electronic Notices and other records in connection with the Services, your system must be able to access the public Internet and ACC's website at [www.advancedcable.net](http://www.advancedcable.net), and must be able to run Adobe Acrobat software. By using the Advanced Phone services, you represent to us that you satisfy the system requirements of this Section 13.c.

**d. Assignment of this agreement to other parties.** ACC may assign its rights and obligations under the Subscriber Agreement, without Notice, to (i) any affiliate of ACC; (ii) to any party acquiring all or substantially all of the assets or stock, by merger, or otherwise, of ACC; or (iii) to any person or entity purchasing or otherwise acquiring the ACC video system serving you. You may not assign or transfer the Subscriber Agreement without ACC's prior consent.

**e. General.** The Subscriber Agreement and any pricing guide provided to you by ACC are incorporated by reference and constitute the entire agreement and understanding between the parties with respect to the subject matter of the Subscriber Agreement, and they supersede and replace any and all prior written or verbal agreements. If there is a conflict between the Subscriber Agreement and our pricing guide, the terms and conditions of the pricing guide shall take precedence in the resolution of the conflict. If any portion of the Subscriber Agreement or the pricing guide is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of the Subscriber Agreement or the pricing guide.

**g. Changes to the Advanced Phone services and the Agreement.** If you continue to use the Advanced Phone after any modification of the Subscriber Agreement or the Advanced Phone services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must immediately stop using the Services and notify ACC that you are terminating the Subscriber Agreement. You will then be entitled to a refund of any unused portion of any recurring monthly service fee for the Advanced Phone that has been paid by you in advance, less any outstanding amounts due ACC for equipment or other applicable fees and charges).