

# BRIGHTSPEED SUBSCRIBER AGREEMENT

Thank you for selecting Brightspeed as your service provider.

This Brightspeed Subscriber Agreement (“Subscriber Agreement”) applies to all Services and Equipment (as defined below) provided by Brightspeed. This Subscriber Agreement is between you (referred to in this Subscriber Agreement as “you” or “customer”) and Brightspeed Broadband, LLC on behalf of itself and its affiliates that provides the Services and Equipment (collectively, “Brightspeed” “we,” “us,” or “our”). This Subscriber Agreement is intended solely for you and us and it will not benefit or be enforceable by any other person or entity.

**You’ll see capitalized words in this Subscriber Agreement that have specific meanings and are defined in Section 4 below.**

You accept this Subscriber Agreement and agree to its terms by enrolling in the Services, activating the Services, using the Services, continuing to use the Services after we provide notice of a change to this Subscriber Agreement, or otherwise indicating your acceptance of the Services. You represent that you are of legal age to enter into this Subscriber Agreement and are bound by it. You may not modify this Subscriber Agreement by making any typed, handwritten, or other changes.

You should read this Subscriber Agreement in its entirety. **BUT EVEN IF YOU CHOOSE NOT TO READ IT, ITS DISCLOSURES, TERMS, AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU.** If you do not accept this Subscriber Agreement, do not use the Services, Brightspeed-provided Equipment, or Software and notify us immediately to cancel and return all Brightspeed-provided Equipment supplied by us by calling 1 833-692-7773.

**HERE ARE SOME IMPORTANT PROVISIONS IN THIS SUBSCRIBER AGREEMENT THAT WE WANT TO HIGHLIGHT FOR YOU BECAUSE THEY AFFECT YOUR RIGHTS UNDER CERTAIN CIRCUMSTANCES:**

- **SECTION 13 ALLOWS US TO TERMINATE THIS SUBSCRIBER AGREEMENT, YOUR PASSWORD, YOUR ACCOUNT, AND/OR YOUR USE OF THE SERVICES WITHOUT NOTICE AND FOR ANY REASON.**
- **SECTIONS 14 and 15 CONTAIN LIMITATIONS ON BRIGHTSPEED’S LIABILITIES AND WARRANTIES, INCLUDING LIMITATIONS ON THE DAMAGES YOU MAY RECOVER FROM BRIGHTSPEED FOR ISSUES YOU MAY ENCOUNTER WITH YOUR SERVICE, BRIGHTSPEED-PROVIDED EQUIPMENT, AND/OR SOFTWARE.**
- **SECTION 17 CONTAINS MANDATORY DISPUTE RESOLUTION PROCEDURES. THESE PROCEDURES LIMIT THE AMOUNT OF TIME YOU HAVE TO RAISE ANY DISPUTE WITH BRIGHTSPEED OR FILE ANY LAWSUIT AGAINST BRIGHTSPEED AND CONTAIN PRE-LAWSUIT DISPUTE RESOLUTION REQUIREMENTS THAT MUST BE MET BEFORE FILING ANY LEGAL ACTION. THESE PROCEDURES ALSO REQUIRE THAT ANY LAWSUIT OR CLAIM BE PURSUED ONLY ON AN INDIVIDUAL BASIS, NOT AS A CLASS OR COLLECTIVE ACTION, AND BE RESOLVED BY A JUDGE, NOT BY A JURY.**
- **WHERE REQUIRED BY LAW, CUSTOMERS WHO CANCEL THEIR SERVICE WITHIN THE FIRST THREE (3) DAYS, OR SEVEN (7) DAYS, AS APPLICABLE, FOLLOWING ACCEPTANCE OF THIS SUBSCRIBER AGREEMENT WILL BE REFUNDED ALL CHARGES INCURRED WITH RESPECT TO THEIR ACCOUNT.**

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## Service-specific Service Terms:

[Service Terms for Internet Services](#)

[Service Terms for Brightspeed Digital Voice](#)

[Service Terms for Brightspeed's Value-Added Services](#)

[Service Terms for 4G Voice Service](#)

## 1. APPLICABILITY OF THIS SUBSCRIBER AGREEMENT

- a. This Subscriber Agreement applies to Services provided to you by Brightspeed except as provided in this Section 1.
- b. This Subscriber Agreement does not apply to any Brightspeed-owned or -controlled websites and mobile apps, which are subject to their own terms of service and policies, such as the Website User Agreement. You agree to comply with the Website User Agreement when you access or use a Brightspeed website for any reason. This Subscriber Agreement also does not apply to the following additional services that may be provided to you by Brightspeed:
  - (i) copper-based voice services (local and long distance), which is subject to a separate set of tariff-based terms that can be found at:  
<https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/>.

- c. You might receive Services under an agreement with your property owner or manager. If that is the case, you are still subject to this Subscriber Agreement. You also may have a contract with your property owner or manager. Brightspeed is neither responsible for nor bound by the terms of that contract between you and your property owner or manager. Certain provisions of this Subscriber Agreement might or might not apply depending on the terms of the contract with your property owner or manager, such as Brightspeed might or might not directly charge you for Services and/or Equipment. If the arrangement with your property owner or manager terminates, you will continue receiving Services under standard billing terms and this Subscriber Agreement unless you terminate the Services pursuant to this Subscriber Agreement.

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## 2. ADDITIONAL TERMS

Additional Service-specific terms apply to your use of the Services or any ancillary service or equipment as described in the Service Terms. These additional terms are available in the following Service-specific Service Terms: [Service Terms for Internet Services](#); [Service Terms for Digital Voice](#); [Service Terms for Value-Added Services](#); [Service Terms for 4G Voice](#). These additional terms are also part of this Subscriber Agreement. If any additional terms conflict with the terms of this Subscriber Agreement, the additional terms specific to the particular Service will govern. We reserve the right to provide notice of new websites or locations for additional terms.

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## 3. DEFINITIONS

**You'll see some capitalized words in this Subscriber Agreement that have specific meanings as defined in this section. Some other capitalized words with specific meanings are defined in the sections where they first appear.**

- a. **"Account Information"** means the username and password and/or other information necessary to use or access the Services, which Brightspeed will provide to you upon completing the registration process.
- b. **"Acceptable Use Policy"** and **"AUP"** means the applicable Acceptable Use Policy posted at <https://www.brightspeed.com/aboutus/legal/consumer/legal-notice/acceptable-use-policy/>, including all future revisions.
- c. **"Authorized Designees"** means members of your family or business associates that you, at your own risk and responsibility, permit to access the Services using your Account Information.
- d. **"Billing Documents"** means the bills, invoices, purchase receipts and/or order confirmation documentation that Brightspeed provides to you (in paper or electronic format) for your use of the Services.
- e. **"Brightspeed"** (also **"we," "us," "our,"** or **"Brightspeed"**) means Brightspeed Broadband, LLC on behalf of itself and its affiliates.

- f. **"Brightspeed Customer Portal"** means an online method you may use to view, modify and pay for Services and/or Brightspeed-provided Equipment as described in Section 12 of this Subscriber Agreement.
- g. **"Brightspeed-provided Equipment"** means equipment offered or provided to you by Brightspeed that will enable you to use the Services and includes Leased Equipment and Purchased Equipment (as defined below).
- h. **"Customer Hardware"** means equipment and devices purchased by you from a third-party for use with Services.
- i. **"Force Majeure Event"** means an unforeseeable event beyond the reasonable control of a party, including without limitation: acts of God; fire; flood; epidemics, pandemics, or outbreaks of communicable diseases; quarantines; national or regional emergencies; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from Brightspeed's failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.
- j. **"Late Charge"** is a fee of up to the maximum amount allowed by law that is assessed each month in which any portion of the payment is not received by or immediately available to us by the due date.
- k. **"Leased Equipment"** means the Brightspeed-provided Equipment for use with the Services regardless of who installed the Leased Equipment, and regardless whether a separate lease fee appears on your Billing Documents. Any monthly rental payments, periodic use payments, or similar arrangements related to Leased Equipment between you and Brightspeed are not purchases of the Leased Equipment.
- l. **"MRCs"** means monthly recurring charges, which might be a single charge that is comprised of sub-charges for one or more Services and Leased Equipment, among other things.
- m. **"NRCs"** means non-recurring, one-time charges for Services, Brightspeed-provided Equipment and other fees you agree to pay when you order the Services or in this Subscriber Agreement.
- n. **"Payment Services"** means payment services operated by a third-party, including digital payment services and financial services.
- o. **"Purchased Equipment"** means the Brightspeed-provided Equipment purchased by you from Brightspeed for use with the Services regardless of who installed the Purchased Equipment. Any monthly payments, periodic use payments, or similar arrangements related to Leased Equipment between you and Brightspeed are not purchases of the Leased Equipment.
- p. **"Regulatory Activity"** means any regulation and/or ruling applicable to some or all of the Services, including modifications thereto, by any regulatory agency, legislative body, or court of competent jurisdiction.
- q. **"Service"** or **"Services"** includes one or more of the following provided to you by

Brightspeed or its suppliers. “Service” or “Services” when used in product-specific Service Terms refer to the specific service or services being described therein.

- (i) **“Internet Services”** means Brightspeed’s internet access services as further described in the [Service Terms for Internet Services](#).
- (ii) **“Voice”** means voice services as further described in the [Service Terms for Brightspeed Digital Voice](#) or the [Service Terms for the 4G Voice Service](#), and related Brightspeed installation, repair, support, and provisioning pursuant to this Subscriber Agreement.
- (iii) **“Value-Added Services”** means additional products and services offered by Brightspeed or its suppliers that complement either Internet Services or Voice as further described in the [Service Terms for Brightspeed’s Value-Added Services](#).
- r. **“Software”** means software provided or made available to you by Brightspeed that is owned by Brightspeed or a Brightspeed supplier.
- s. **“Subscriber Location”** means the physical location(s) where you tell Brightspeed to deliver the Service(s).
- t. **“Taxes”** means foreign, federal, state, and local taxes, other similar charges, and any other imposition that governmental entities or agencies may levy or assess that we collect from you and other Customers and remit to such governmental entities or agencies.
- u. **“Website User Agreement”** means the terms and conditions posted at the following URL that apply to your use of Brightspeed’s websites. Those terms and conditions can be found at: <https://www.brightspeed.com/aboutus/legal/consumer/website-user-agreement/>

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#### 4. BILLING DOCUMENTS

- a. **We strongly encourage you to read your Billing Documents each month and we’re here to help you understand your monthly billing.** All Services, Software, Brightspeed-provided Equipment is provided to you at the amounts shown on your Billing Documents. If you have any question about your Billing Documents, please contact Brightspeed by calling 1 833-692-7773. We will work with you to make sure you understand every aspect of your Billing Documents and try to resolve any issue or dispute you might have.
- b. **Here’s another good reason to read your Billing Documents each month.** We may include important messages related to your Services or changes to the agreements between you and us in the body of the Billing Documents or as a link within your Billing Documents. It is your responsibility to read and understand these messages.

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#### 5. EQUIPMENT

- a. **Brightspeed-provided Equipment.** Brightspeed indicates at the time of enrollment whether it will provide any equipment to you for use of the Services you enroll in and

whether the Brightspeed-provided Equipment is Leased Equipment or Purchased Equipment. The terms of this Subscriber Agreement and the Billing Documents sent to you by Brightspeed govern your payments for, use, ownership and return of all Brightspeed-provided Equipment.

**b. Leased Equipment.**

- i. **Ownership & Return.** Leased Equipment is our property. You may not assign, rent, or transfer Leased Equipment or your rights or duties under this Subscriber Agreement to another without our prior written consent. You agree not to mishandle, abuse, misuse, or improperly store or operate the Leased Equipment, including using Leased Equipment with equipment electrically or mechanically incompatible with it. If Leased Equipment is damaged and/or non-operational for any reason other than a manufacturing defect during your use of the Services, you agree we may charge you for its full retail cost (the "Equipment Charge"). We do not refund or credit lease payments if the Leased Equipment is non-operational due to manufacturing defect or any other reason outside your reasonable control. Please contact us by calling 1 833-692-7773 if your Leased Equipment is not working properly. Replacement Leased Equipment may or may not be the same model. You are required to return your Leased Equipment according to the return policy and procedure we provide to you.
- ii. **Lease Payments.** Lease payments are due for every month you lease Leased Equipment and lease payments do not count towards a purchase of Leased Equipment.

**c. Purchased Equipment.** You will be deemed the owner of Purchased Equipment. You will bear all risk of loss of, theft of, casualty to or damage to the Purchased Equipment from the time it is received by you. If Purchased Equipment is inoperable, please contact us by calling 1 833-692-7773. If Brightspeed deems Purchased Equipment has a manufacturing defect, the Limited Warranty (set forth in the "Warranty" section below) will apply if it has not expired. If Purchased Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that we deliver replacement Purchased Equipment with the understanding that any such replacement Purchased Equipment, if available, will be charged to you at our then-current rates, plus shipping and handling and any applicable Taxes. Replacement Purchased Equipment may or may not be the same model.

**d. Customer Hardware.** If you decide to use Customer Hardware, in lieu of or in conjunction with the Brightspeed-provided Equipment, you understand and acknowledge that WE, OUR AFFILIATES, SUPPLIERS, AND/OR AGENTS WILL NOT BE RESPONSIBLE/LIABLE IF: (I) YOU CANNOT ACCESS YOUR SERVICES, (II) ONE OR SEVERAL OF THE SERVICES DO NOT FUNCTION CORRECTLY OR AT ALL, OR (III) YOUR CUSTOMER HARDWARE, SOFTWARE, PERIPHERALS, OR DATA IS DAMAGED. YOU WILL BE LIABLE TO US FOR DAMAGE TO ANY BRIGHTSPEED-PROVIDED EQUIPMENT.

**e. Battery Backups.** It is your responsibility to provide your own battery backup for Brightspeed-provided Equipment and Customer Hardware.

**f. Third-Party Providers.** Purchase, rental, use of, or subscription to any third-party services, software, or equipment offered by or through us is subject to the third-party provider's terms. We are not responsible or liable for any such services, software, or equipment. The

foregoing limitation of liability is in addition to and will not limit any other limitation of liability set forth in this Subscriber Agreement.

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## 6. SOFTWARE

**Your use of the Services may require or enable you to download or otherwise install or use Software. Here are some important things to know about your use of the Software:**

- a. **Installation and Use.** By installing the Software and using the Services or using Brightspeed-provided Equipment with the Software, you are agreeing to abide by all of the terms of this Subscriber Agreement and the terms of our third-party providers that relate to the Software.
- b. **License.** If the Software is accompanied by an end user license agreement (“EULA”), your use of the Software is governed by the terms of that EULA. You accept and agree to the terms of the EULA by installing the Software and using the Services. If the Software is not accompanied by a EULA, we grant you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software solely for purposes of using the Services and/or Brightspeed-provided Equipment. The license is effective upon the earlier of delivery or installation and extends only to your own use of such Software and only on the designated Brightspeed-provided Equipment or with the designated Services.
- c. **No Modification.** You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices that appear or are used in connection with the Software or the Services. You agree that the Software is the confidential and proprietary property of Brightspeed or its third-party owner and may not be disclosed or reproduced unless specifically authorized by us or the third-party owner. In addition, you agree that you will not de-compile, disassemble, reverse engineer, create derivative works or otherwise reduce the Software to a human readable form.
- d. **Ownership.** You acknowledge that Brightspeed or the third-party owner of the Software, as applicable, own all right, title, and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to anyone else.
- e. **No Export.** The Software may be used only in the United States and any export of the Software is strictly prohibited.
- f. **Updates, Upgrades, or Changes.** From time to time, we may update, upgrade, or change the Software and related settings on the Brightspeed-provided Equipment and/or your Customer Hardware. You agree to cooperate with us in performing such activities. A program downloaded to your Customer Hardware when Services are installed will perform automatic updates to certain Service-related Software on a regular basis. Certain Software may collect information necessary to perform this function. Any information collected as part of this process will be treated in accordance with Brightspeed’s Privacy Policy, which can be obtained at: <https://www.brightspeed.com/aboutus/legal/consumer/privacy-notice/>. You may choose to turn off the automatic updates function. You acknowledge that doing

so may negatively impact performance of the Services, the Brightspeed-provided Equipment and/or the Customer Hardware.

**g. Termination.** We may discontinue provision of the Software for any reason. Additionally, Software will no longer function if: (i) you or your Authorized Designees discontinue subscribing to our Services or to the the Software (if subject to a subscription); (ii) this Subscriber Agreement is terminated for any reason whatsoever; or (iii) when your prepaid term for Services under this Subscriber Agreement expires and you have not purchased a new term. Upon termination of a Service or our notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

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## 7. Changes to Services or this Subscriber Agreement.

We sometimes make necessary changes to the Services or to this Subscriber Agreement, including to Service Terms:

**a. Effective immediately upon posting to [www.brightspeed.com](http://www.brightspeed.com),** or of any written notice to you, including e-mail and messages on or with your Billing Documents, we may:

- (i) stop offering all or part of the Services,
- (ii) change a Service and/or this Subscriber Agreement in a way that does not directly result in a material and adverse economic impact to you, and/or
- (iii) reduce MRCs or NRCs.

Please check such Website, your Billing Documents, and your e-mail regularly for changes.

**b. Effective upon 30 days written notice to you,** including email and messages on or with your Billing Documents we may:

- (i) increase MRCs and/or NRCs,
- (ii) change a Service and/or this Subscriber Agreement in a way that directly results in a material and adverse economic impact to you, and/or
- (iii) change the Dispute Resolution and Arbitration; Governing Law provision.

Brightspeed may reduce the foregoing notice period if any of the foregoing changes are based upon Regulatory Activity.

**c. You accept the above changes by your continued use of the Services, Brightspeed-provided Equipment, and/or the Software after the applicable notice period.** If you later conclude you no longer agree to the terms applicable to the Service(s), you must immediately stop using the relevant Service, Brightspeed-provided Equipment, and Software and terminate the impacted Service(s). The Term and Termination provision in Section 13 below describes how you can terminate your Service.

**d. You may not change this Subscriber Agreement.** Any changes you make or other terms you add to this Subscriber Agreement, or propose in any other documents, written or electronic, are void.

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## 8. Service Conditions.

**It's important for you to be aware of the following conditions that apply to the Services as we may suspend, terminate, or limit use of your Service if you violate any of these conditions.**

- a. Limits on Use.** You agree not to use the Services in a way that impacts our network resources or our ability to provide services. You agree not to offer public information services (unlimited usage or otherwise). Your use of the Services may be shared to connect multiple computers/devices to the Brightspeed-provided Equipment when those computers/devices are within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex). Those connections are permitted for the sole purpose of accessing the Services to which you subscribe (including the establishment of a wireless fidelity ("WiFi") hotspot). You may not use a WiFi hotspot in violation of this Subscriber Agreement or in a way that provides Services outside your residence or your single unit within a multiple dwelling unit. You agree not to resell or distribute, transfer the Services via any means, unless you have obtained our prior written consent. In addition, you cannot resell Services provided by Brightspeed over a WiFi hotspot. You will not be in violation of this Subscriber Agreement by allowing authorized employees, contractors, or users to access the Services (e.g., the customers of the establishment or hotel/motel guests and patrons). You may not use more than one IP address for each log-on session unless an advanced service allocating you more than one IP address has been purchased. The Services may only be used in the U.S. The Services may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Subscriber Agreement and not for any malicious purposes. Malicious purposes include, without limitation, spam, viruses, worms, trojans, denial of service (DoS), etc. You acknowledge that you are aware that certain content accessible through the Services may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Services through your account. We will not be liable for any loss or damage arising from your failure to comply with this Section.
- b. Data Usage Limits.** Your use of the Service is subject to data usage limitations applicable to your Service plan, if any.
- c. Residential WiFi.** Depending upon the Service you purchase, our Service may include Wi-Fi enabled Brightspeed-provided Equipment in order to help you allow Wi-Fi enabled devices to wirelessly connect to your Internet Service ("Residential Wi-Fi,").

In order to use Residential Wi-Fi, you must have Wi-Fi enabled devices that (a) meet U.S. and WiFi Alliance standards; (b) are compatible with the Wi-Fi network being generated by the applicable Wi-Fi Equipment; and (c) are capable of running IP and related protocols. The Wi-Fi enabled devices you are utilizing must be in close enough proximity to the Brightspeed-provided Equipment to achieve connectivity with the Residential Wi-Fi. The actual Residential Wi-Fi coverage and quality may vary depending upon the location of the Brightspeed-provided Equipment, the location of your Wi-Fi enabled devices and conditions in and around your premises.

Residential Wi-Fi is designed to provide you with the highest speed available from your home network at any given point in time, subject to the many different factors that can affect network performance. Brightspeed's most recent generation of Wi-Fi Equipment generally

supports the Wi-Fi 6 (IEEE 802.11ax) standard and is compatible with older Wi-Fi (IEEE 802.11 a/b/g/n/ac) standards. Older Brightspeed-provided Equipment may only support older standards. The theoretical maximum speed you may be capable of achieving from your Residential Wi-Fi will depend heavily on which Wi-Fi (IEEE 802.11) standard is supported by the Brightspeed-provided Equipment and/or Customer Hardware you use as well as which Wi-Fi (IEEE 802.11) standard is supported by the particular device you are utilizing. In addition to the factors discussed above, the actual speed you experience over Wi-Fi will depend in part on the speed of the connection between the Wi-Fi network you are accessing and the destination you want to reach on the Internet, which may be significantly below the theoretical maximum speed of the service.

- d. Authorized Use.** You (i) are responsible for maintaining the confidentiality of passwords used with the Service, including maintaining a strong and confidential wireless network password, (ii) are responsible for all use of your Services and account and anything accessed through the Services, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, (iii) are responsible for paying for all activity associated with your account, and (iv) will ensure that all use of the Services complies with this Subscriber Agreement. Wireless networking devices use public radio channels to transmit voice and data communications. Brightspeed cannot guarantee the security, privacy, or confidentiality of any transmissions made via the Services or such wireless networking devices. Brightspeed makes no assurances or warranties relating to their use by you. In light of the above, you acknowledge that your use of the Services in a wireless network environment is at your own risk. You must ensure that any Authorized Designees will comply with this Subscriber Agreement. You agree: (A) that only you and your Authorized Designees will use your Account Information and that you will not transfer or disclose such Account Information to any other person, and (B) to immediately notify us of any unauthorized use on your account or any other breach of security.
- e. Service Interruptions.** You agree we may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; or (iii) to ensure acceptable service levels to all Brightspeed customers. We are not responsible or liable for any Service deficiencies or interruptions caused by such events. You agree that Brightspeed, in our sole discretion, may place restrictions on use of your Services, and immediately disrupt, suspend, or terminate your Services without notice for violations, suspected violations, or to prevent violations of this Subscriber Agreement. The Services cannot be used for any unlawful, abusive, or fraudulent purpose, including, without limitation, using the Services in a way that: (i) interferes with Brightspeed's ability to provide service to Brightspeed's other customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Subscriber Agreement.
- f. Monitoring and Testing the Service.** We may, but are not obligated to, monitor & analyze the Services for various purposes, including but not limited to verifying compliance with this Subscriber Agreement (including the AUP) and for usage statistics that may be used for marketing or other purposes. We may access and record information about your devices, including, but not limited to, the type of device, the device's operating system version, geo-location information based upon your consent, Leased Equipment information, aggregate broadband traffic, speed/throughput tests, profiles and settings including IP and MAC addresses, and installed software. You agree to permit us and our applicable third-party supplier to scan network ports, access your Brightspeed-provided Equipment and

Customer Hardware. You also consent to our monitoring of your Internet connection and network performance, and to our accessing and adjusting the settings of Brightspeed-Provided Hardware and Customer Hardware for the purpose of providing the Services (including the Software) and managing the security and performance of our network. We may also test Services for maintenance purposes to detect and/or clear trouble.

- g. We do not guarantee availability of the Services and strongly encourage you to take steps to prevent losses from issues you may encounter with your Services, Brightspeed-provided Equipment, and/or Software.** We strongly recommend against using your Services, Brightspeed-provided Equipment, and/or Software in any manner that may cause you to suffer damage or loss of any kind if the Services, Brightspeed-provided Equipment, and/or Software become unavailable or experience performance issues. For example, if you use your Services, Brightspeed-provided Equipment, and/or Software for any business or commercial purpose, we urge you to consider obtaining business interruption insurance to cover the risk of business or commercial losses. For more important information about Brightspeed's network performance, please see Section 1(a)(ii) in the [Service Terms for Internet Service](#) and our Internet Service Disclosure located at:  
<https://www.brightspeed.com/aboutus/legal/consumer/internet-service-disclosure/>
- h. Data Management and Security. WE STRONGLY RECOMMEND USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE.** It is your responsibility to secure computers, servers, and equipment to avoid the opportunity of becoming exploited. You are responsible for the management and security of your data, including, without limitation, backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security, such as anti-virus and firewalls. We are not responsible for the management of your data, including, without limitation, loss of your data or back-up or restoration of your data. We are not responsible for the security of your data on your computer or server.
- i. Brightspeed's Intellectual Property Rights.** Unless otherwise expressly provided in this Subscriber Agreement, all aspects of the Services are the property of Brightspeed and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. We grant you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Services in accordance with the terms and conditions of this Subscriber Agreement. No other license or rights are granted by Brightspeed or will be implied or arise by estoppels with respect to any Service.
- j. Your Obligations for Intellectual Property Usage.** You represent and warrant that you either own or have the right to use and license all content or files delivered to Brightspeed for use with the Services, including without limitation, any applicable intellectual property rights (collectively "Non-Brightspeed IP"). You hereby grant to Brightspeed, for the term of this Subscriber Agreement, a non-exclusive, assignable, and sub-licensable license to use the Non-Brightspeed IP as reasonably required by Brightspeed in the performance of its obligations under this Subscriber Agreement. You shall indemnify, defend and hold harmless Brightspeed and its agents from and against any claims, suits, actions or proceedings brought against Brightspeed and/or its agents by a third party based on or arising from Brightspeed's access to, or use of Non-Brightspeed IP as you direct.

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## 9. Installation, Maintenance and Support

- a. You agree that Brightspeed may use existing wiring at your Subscriber Location or may alter such wiring as necessary. You agree to make available electrical sources, circuits, and power with suitable outlets at your Subscriber Location to support your Service, and you are responsible to make sure all electrical connections are properly grounded. You agree to pay all costs for electricians, electrical work, or wiring work, if required
- b. Charges may apply for installation, certain maintenance, trouble isolation, and support services and the dispatch of a technician if one is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. Brightspeed will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you may be required to pay a dispatch charge if the trouble is not attributable to Brightspeed's network or Brightspeed-provided Equipment. A dispatch charge also may apply if you fail to honor the scheduled service date and did not provide Brightspeed with 24 hours advanced notice. Any requested repairs to your facilities or Customer Hardware are not included in the dispatch fee and will be charged on a time and materials basis.
- c. When ordering Internet Service, you will be responsible for providing any copper wire or fiber optic cable required for local networking purposes within your premises ("Inside Wiring"), including any copper wire or fiber optic cable between the Brightspeed-provided Equipment at your location and the internet enabled devices you may choose to use to connect to the Brightspeed-provided Equipment. In most cases, the Inside Wire will already be present in your existing premises. You will be responsible for providing and installing any additional Inside Wire that may be required.
- d. The condition of the Inside Wire over which your Internet Service is transmitted within your premises will impact the performance of the Internet Service, including with respect to speed, reliability, and latency. You are solely responsible for the condition of any Inside Wire and Brightspeed expressly disclaims any responsibility for it.

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## 10. Acceptable Use Policy (AUP)

**All use of the Services shall comply with the AUP posted at**

<https://www.brightspeed.com/aboutus/legal/consumer/legal-notices/acceptable-use-policy>.

- a. You agree that Brightspeed may: (i) immediately terminate or suspend any account which Brightspeed believes is violating the AUP, and (ii) hold you liable for actual damages in any way arising from, or related to, AUP violations arising from or related to your Brightspeed account.

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## 11. Privacy

**Brightspeed values your privacy, and the privacy of others. The following section contains important information about how we handle and protect your information.**

- a. By using the Services, you acknowledge and agree to comply with Brightspeed's Privacy Policy posted at <https://www.brightspeed.com/aboutus/legal/consumer/privacy-notice/> (or a successor URL). This policy describes how we handle and protect your information, including customer proprietary network information, and how we market to and communicate with you. Brightspeed's Privacy Policy may change from time to time without notice to you.
  
- b. If Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, you and Brightspeed agree that Brightspeed is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Subscriber Agreement. We do not require or intend to access any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 CFR §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI shall be random, infrequent, and incidental to Brightspeed's provision of Services and is not meant for the purpose of accessing, managing the PHI, or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii).
  
- c. You understand and agree that Brightspeed and its partners, agents, and contractors may send you emails at the addresses you have provided, place phone calls and text messages to the phone numbers you have provided, or use automated telephone dialing equipment or artificial and prerecorded voice messages to contact you by phone or text messages in connection with the following: information, marketing offers or advertising content about your Services or other Brightspeed products and services, and Service(s)-related messages and calls pertaining to installations, appointments, repairs, or collections. For phone calls and text messages, you understand and agree that we may contact you at any phone numbers you have provided or will provide in the future, including mobile phone numbers. You understand that standard per minute and text message charges may apply for phone calls or text messages to mobile phone numbers. You may revoke this express written consent by emailing [privacy@brightspeed.com](mailto:privacy@brightspeed.com). You understand and agree this express written consent is not a condition of purchase.

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## 12. Rates and Charges; Payment.

**Here is important information about our rates, charges, and payment terms and conditions.**

- a. **Rates and Charges.** All Services and Brightspeed-provided Equipment is provided to you at the amounts shown on your Billing Documents. If you believe the amounts shown on your Billing Documents differ from the amounts disclosed to you during the ordering process or in any confirmation e-mails, please immediately contact us by calling 1 833-692-7773.

You are responsible for any charges associated with the Services, Software, and Brightspeed-provided Equipment, including, without limitation, monthly Service charges, any applicable usage charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Services, Taxes, fees, surcharges, and other charges. Also, certain additional features and applications may be provided as part of the Service and additional charges may apply. We may impose fees or surcharges to recover amounts that are not Taxes and are not required by law but are

set by Brightspeed and may change. Other than as set forth in our terms applicable to promotional MRCs, plans with MRCs that don't change, and MRCs offered with a term commitment, **your MRCs for Services are not guaranteed and may increase during the period in which you subscribe to Services.** In addition, your fees, Taxes and surcharges also may increase at any time. You can learn more about our Taxes, fees and surcharges at <https://www.brightspeed.com/help/account/billing/taxes-fees-and-surcharges-on-your-bill/>. In the event we offer the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

You may be eligible for discounts or promotional offers that you qualify for at the time you order Services and/or Brightspeed-provided Equipment or as otherwise stipulated by Brightspeed. In those instances, you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Services or disconnect and reconnect Services may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period unless otherwise stipulated by Brightspeed.

We will begin billing you for the Services when we have provisioned the Service(s) to you regardless of whether you have begun using the Services. MRCs will be billed one month in advance. Our billing is based on a 30-day cycle. NRCs for the Services generally will be billed in the billing cycle following the transaction. Your first bill for Services may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination, subject to applicable law, your effective date of cancellation will be the date on which you terminate the Service(s). You will not receive a prorated credit or refund for any remaining days of the Services in your billing cycle after termination. Your Services will not continue after the termination date.

## **b. Payment.**

- (i) **Payment.** Unless otherwise permitted in the applicable Service Terms, you must set up monthly recurring payments for your Services and Leased Equipment (if applicable) via a credit card, debit card, or Payment Services to pay MRCs (in advance or in arrears, depending on which you agreed to when ordering the Services) for the period in which you receive the Services and use the Leased Equipment. Any NRCs will be charged as indicated by Brightspeed at the time of your order using the payment method you provide to us. Your Service period begins on the day the Service is installed or activated. All payments must be made in U.S. currency.
- (ii) **Messages on or with your Payment Receipt.** We may include important messages related to your Services or changes to the agreements between you and us or as required by state and federal authorities on or with the Billing Documents. It is your responsibility to read and understand these messages.
- (iii) **Declined payments & Service Suspension.** If your payment method is declined or dishonored, your Services may be suspended after 3 days of non-payment following your payment due date. Once you update your payment method with us, we will reactivate your Services. In the event your Service is suspended for any reason, Brightspeed will continue to bill you for the Services. You will be informed of such action if required by law.
- (iv) **Collections.** If we use a collection agency or initiate any legal action to recover

amounts due, you agree to pay for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees.

(v) **Customer Information; Account Security; Authorized Users.**

- (A) You will provide all information necessary for us to bill for the Services and any Brightspeed-provided Equipment. You affirm that the information you supply to us is correct and complete, and you will promptly notify us whenever your personal or billing information changes. If you elect to use the Brightspeed Customer Portal, you must provide us with your email address for the receipt of Billing Documents and other account information. You agree to keep your email address updated and understand it is your responsibility to inform us of any changes or updates to your email address. The Brightspeed Customer Portal and some Payment Services allow you to pay by credit card. If you elect to pay by credit card, you are responsible for directly updating, or notifying us, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.
- (B) You are solely and fully responsible and liable for all activities that occur relating to your Brightspeed account, credit card/debit card/account numbers, or bank or financial institution information, including all activities related to Payment Services. You agree to immediately notify us by contacting our customer service if you suspect any breach of security, such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you) or unauthorized disclosure or use of your Brightspeed account, password, user ID, credit card/debit card/charge card information or numbers, or bank or financial institution information provided to us. You also agree to periodically change your passwords in accordance with security best practices.
- (C) You authorize us to provide information about and to make changes to your Brightspeed account, including changes within the Brightspeed Customer Portal, upon the direction of any person able to provide information we deem sufficient to identify you.

(vi) **Payment Information.**

- (A) **Payment Services.** For your convenience, you may elect to have us retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card information or numbers, bank or financial institution information, applicable expiration dates, and permit such information to be used in future transactions with us that you authorize. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information that you ask us to retain for you. Additional fees may be assessed to you when using Payment Services, and you agree to pay all such fees. We reserve the right to modify or terminate the Payment Services that can be used to pay for Services at any time without prior notice to you. You acknowledge that Payment Services may utilize, in whole or in part, the public internet and the services of other providers to transmit information about your bill, your account and your payment. You acknowledge and understand that Brightspeed cannot guarantee that Payment Services are

completely secure. There is a risk that third parties may attempt to access Payment Services or attempt to obtain information and data related to Payment Services. You acknowledge this risk as inherent to the nature of the Payment Services and you agree to take adequate security precautions to safeguard your information and data.

- (B) **Another Company or Financial Institution.** If you arrange for payment using Payment Services, you will be subject to that company's terms and conditions. You agree that you are responsible for any charges you may incur from provider of Payment Services to make such payments. You also agree that we will not be responsible or liable for any loss or damage caused or created by that company. In the event that any amount on a third-party site does not match the same amount presented at the Brightspeed Customer Portal or on your Billing Documents, Brightspeed's listed amount is deemed to be the accurate amount.
- (C) **Credit Card Policies.** Regarding payments made by credit card, we reserve the right to only accept certain card providers and may modify the list of such providers, including no longer accepting any credit card payments of any kind from any card providers, at any time without prior notice to you. If you provide us your credit card information, you authorize us to automatically charge your provided credit card for all charges on your account.
- (D) **Returned or Denied Payments.** In the event a payment is subsequently returned for any reason by your financial institution, credit card provider or provider of Payment Services, your account will be debited for the amount of the original payment and all applicable returned check charges and similar charges. Your Brightspeed account may also be temporarily suspended immediately upon the denial of payment. It may remain suspended until payment is received via a cash transaction (e.g., cashier's check, or money order) or similar method of payment Brightspeed deems acceptable.
- (vii) **Billing Concerns & Disputes.** If you have any questions about or dispute a charge on your Billing Documents, you must promptly inform Brightspeed to attempt to resolve your questions and/or disputes. You may contact Brightspeed customer service by calling 1 833-692-7773. You are responsible for reviewing Billing Documents each month. Brightspeed may reimburse you for incorrect charges up to ninety (90) days from the date you raise the dispute. The charges will be deemed valid unless we determine that any charges were incorrect. Charges may continue to accrue and bill during Brightspeed's investigation of your dispute. IF BRIGHTSPEED DOES NOT SATISFACTORILY RESOLVE YOUR DISPUTE AFTER CONTACTING US, YOU MUST FOLLOW THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN SECTION 17 OF THIS SUBSCRIBER AGREEMENT.

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### 13. Term and Termination

- a. **Month-to-Month Term.** Unless otherwise specified in a Service Terms or in the terms we present to you at the time you order the Service(s), Services are offered on a monthly basis. For the first month, the term (i) begins on the day it is installed or activated, (ii) ends on the last day of the billing cycle during which you placed the order for Service. The term then automatically renews monthly.



- b. Termination.** You may terminate this Subscriber Agreement and your use of the Services at any time and for any reason by following the instructions in the account management portal or by calling 1 833-692-7773. If you cancel a Service on any day other than the last day of your billing cycle, your payments for that month of Service will not be refunded and your Service will terminate on the last day of your billing cycle. We may terminate this Subscriber Agreement, your password, your account, and/or your use of the Services **without notice and for any reason**. Some of the reasons we might terminate your Services include, without limitation, if you fail to pay any charges when due or if we believe you or someone using your account has violated this Subscriber Agreement. You agree that you will not harass, threaten, or conduct yourself in a verbally or physically threatening or abusive manner toward any Brightspeed employee, vendor, contractor, or agent at any time. We reserve the right to terminate your Services, Software licenses, and Leased Equipment leases without notice in the event of such behavior. We may, but are not obligated to, send notice of any violations to you before termination. Termination of your Services might be permanent, at Brightspeed's sole discretion. If Services are terminated by you or us on any day other than the last day of your applicable billing cycle, your payment for that month of Services will not be prorated or refunded and your Services will continue to be available through the end of the applicable billing cycle.
- c. Return of Leased Equipment.** After you notify Brightspeed of your intent to terminate a Service, you must promptly return to Brightspeed any Leased Equipment within 30 days after termination in accordance with Brightspeed's instructions. (For example, for Brightspeed Internet, this may include the router(s) and WiFi mesh nodes, but not the optical network terminals.) After receiving your intent to terminate a Service, Brightspeed will send customers an email with return instructions to return the relevant Leased Equipment to Brightspeed. If Leased Equipment is not returned as instructed by Brightspeed (including returning the Leased Equipment in the required time period), then Brightspeed may impose an Equipment Charge (as defined in Section 5.b above) by charging your payment method on file. In some instances, Brightspeed may charge your payment method on file for the Equipment Charge upon termination and later credit that amount back to your payment method on file **ONLY** if Brightspeed receives your Leased Equipment within the required time period following termination.
- d. Deletion of Data upon Termination.** Upon termination of a Service, we may immediately delete all data, files, and other information stored in or for your account without notice.
- e. Pause/Resume Service.** You may temporarily pause some Services ("Pause Service") for a minimum of one month and up to a maximum of nine months. Your Service will be deactivated on the day you place it on Pause Service, but if that day is any day other than the first day of your billing cycle, you will not receive a refund for that month of Service. **If you put your Service on Pause Service, your Service will immediately be unavailable for use, and discounts or promotions for the relevant Service may be impacted or canceled.**

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#### 14. Limitation of Liability.

**THE LIMITATIONS OF LIABILITY IN THIS SECTION 14 APPLY REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE). TO THE**

**EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW. THE LIMITATIONS IN THIS SECTION ALSO ARE SUBJECT TO SECTION 17(b)(ii).**

- a. YOU ASSUME RISK OF USING THE SERVICES, SOFTWARE, BRIGHTSPEED-PROVIDED EQUIPMENT, AND THE INTERNET. WE EXERCISE NO CONTROL OVER AND ARE NOT RESPONSIBLE FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICES, SOFTWARE, OR BRIGHTSPEED-PROVIDED EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. WE RECOMMEND YOU DO NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE AN ERROR COULD CAUSE ANY DAMAGE OR INJURY.**
- b. BRIGHTSPEED IS NOT LIABLE OR RESPONSIBLE IF CHANGES TO THE SERVICES (I) REQUIRE CHANGES TO BRIGHTSPEED-PROVIDED EQUIPMENT OR CUSTOMER HARDWARE, (II) DEGRADE PERFORMANCE OF BRIGHTSPEED-PROVIDED EQUIPMENT OR CUSTOMER HARDWARE, (III) ADVERSELY IMPACTS SERVICE PERFORMANCE, OR (IV) MAKE BRIGHTSPEED-PROVIDED EQUIPMENT OR CUSTOMER HARDWARE OBSOLETE.**
- c. BRIGHTSPEED IS NOT LIABLE OR RESPONSIBLE FOR ACTS AND OMISSIONS OF ANY THIRD PARTY, INCLUDING OTHER INTERNET SERVICE AND CONTENT PROVIDERS.**
- d. Payment Services. BRIGHTSPEED IS NOT LIABLE OR RESPONSIBLE FOR YOUR ACTS AND OMISSIONS, AND THOSE OF THIRD PARTIES IN CONNECTION WITH PAYMENT SERVICES. WITHOUT LIMITING THE GENERALITY OF THE PREVIOUS SENTENCE, EXAMPLES OF THE FOREGOING LIMITATION INCLUDE THAT BRIGHTSPEED HAS NO LIABILITY IF: (A) YOU PROVIDE INCORRECT OR ERRONEOUS ACCOUNT OR PAYMENT INFORMATION; (B) YOU FAIL TO UPDATE YOUR ACCOUNT OR PAYMENT INFORMATION; (C) YOUR FINANCIAL INSTITUTION OR CREDIT CARD PROVIDER SHOWS THAT YOUR DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS OR CREDIT AVAILABILITY; (D) WE ARE PROHIBITED BY LAW OR COURT ORDER FROM WITHDRAWING PAYMENT FROM YOUR ACCOUNT; (E) THE ACCOUNT FROM WHICH PAYMENT IS TO BE MADE IS CLOSED, FROZEN, OR OTHERWISE UNAVAILABLE; (F) ANY PART OF THE ELECTRONIC FUNDS TRANSFER SYSTEM OR CREDIT CARD/DEBIT CARD PROCESSING SYSTEM IS NOT WORKING PROPERLY AT ANY TIME; OR (G) THERE ARE ANY DELAYS OR FAILURES IN THE PERFORMANCE OF PAYMENT SERVICES OR ANY INTERRUPTIONS ARISING FROM ANY CAUSE OR CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL.**
- e. AS PART OF PROVIDING SERVICES AND ONLY WITH YOUR PRIOR PERMISSION, BRIGHTSPEED MAY ACCESS YOUR PREMISES, ANY HARDWARE AND SOFTWARE, AND YOUR NETWORKING AND INTERNET-RELATED EQUIPMENT. BRIGHTSPEED DOES NOT REPRESENT OR WARRANT THAT THE TECHNICIANS DOING SUCH WORK HAVE ANY SPECIAL EXPERTISE REGARDING YOUR COMPUTER OR SUCH EQUIPMENT.**
- f. TO THE GREATEST EXTENT PERMITTED BY LAW, BRIGHTSPEED IS NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND RESULTING FROM AN INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, OR ANY INTERFERENCE WITH OR FAILURE OF ALARM OR MEDICAL MONITORING SIGNALS TO REACH THEIR**

**INTENDED MONITORING STATIONS.**

- g. BRIGHTSPEED'S LIABILITY FOR CLAIMS IS FURTHER LIMITED AS FOLLOWS:**
- (i) FOR CLAIMS RELATED TO BRIGHTSPEED-PROVIDED EQUIPMENT WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE, YOUR SOLE REMEDY IS THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 15;**
  - (ii) FOR CLAIMS RELATED TO DAMAGES OR LOSSES TO REAL OR PERSONAL PROPERTY, PERSONAL INJURY, AND WRONGFUL DEATH, BRIGHTSPEED SHALL HAVE NO LIABILITY WHATSOEVER;**
  - (iii) FOR CLAIMS RELATED TO ANY LOSS OR LACK OF PRIVACY AS TO USE OR MISUSE OF, THEFT OF, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, INFORMATION, OR DATA, INCLUDING ANY ACCOUNT OR PAYMENT INFORMATION, BRIGHTSPEED SHALL HAVE NO LIABILITY WHATSOEVER; AND**
  - (iv) FOR ALL OTHER CLAIMS, INCLUDING CLAIMS RELATING TO OR ARISING OUT OF THE SALE OF THE SERVICES, YOUR USE OF THE SERVICES, AND BRIGHTSPEED'S BILLING FOR THE SERVICES, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED IN THE NINETY (90) DAYS PRIOR TO NOTIFYING BRIGHTSPEED OF YOUR DISPUTE. IF YOU GIVE NOTICE OF A DISPUTE AFTER TERMINATING ONE OR ALL SERVICES, DAMAGES SHALL BE LIMITED TO ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL CHARGES YOU PAID TO BRIGHTSPEED DURING THE LAST NINETY (90) DAYS BEFORE TERMINATING THE SERVICE THAT CAUSED THE DAMAGE.**
  - (v) REGARDLESS OF WHETHER BRIGHTSPEED HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, DIMINUTION IN VALUE, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS SUBSCRIBER AGREEMENT, SERVICES, SOFTWARE, BRIGHTSPEED-PROVIDED EQUIPMENT.**
- h. BRIGHTSPEED, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER. IN ADDITION, BRIGHTSPEED AND/OR ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS APPLICABLE, DO NOT GUARANTEE THAT ANY OF THE SERVICES CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE. THE PROVISIONING AND PERFORMANCE (E.G., SPEED) OF THE SERVICE IS SUBJECT TO CIRCUIT OR OTHER NETWORK FACILITY**

**AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND INSIDE WIRING AT YOUR LOCATION, NETWORK/INTERNET CONGESTION, AND THE CONFIGURATION AND CAPABILITIES OF CUSTOMER HARDWARE, AMONG OTHER FACTORS.**

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## 15. Warranty.

**a. Limited Warranty for Leased Equipment.** Brightspeed provides a Limited Warranty (described in this Section 15(a) (below) to the lessor of the Leased Equipment. It does not apply to any equipment or software not provided by Brightspeed.

### **LIMITED WARRANTY FOR LEASED EQUIPMENT**

- i. **The Leased Equipment is warranted by Brightspeed** to be free of manufacturing defects for sixty (60) days from the date on which the Leased Equipment was provided to you ("Warranty Term for Leased Equipment"). After the Warranty Term for Leased Equipment, Brightspeed may charge you to replace the Leased Equipment.
- ii. **This Limited Warranty covers only the basic operations of the Leased Equipment**, and we do not warrant the compatibility of the Leased Equipment with any equipment or software not provided by Brightspeed. If the Leased Equipment malfunctions due to a manufacturing defect during the Warranty Term for Leased Equipment, we will replace or repair it as described in this paragraph, without charge, so long as (A) on or before the expiration of the Warranty Term for Leased Equipment, you notify us by calling 1 833-692-7773, report that the Leased Equipment's basic operations are not functioning properly, and cooperate with the Brightspeed representative to evaluate the circumstances; and (B) if required by Brightspeed, you promptly return the Leased Equipment according our instructions. Unless we agree otherwise, we will replace or repair the Leased Equipment, at our option, and return the replacement or repaired Leased Equipment to you. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty. Repair or replacement by an unauthorized third party will void the Limited Warranty.
- iii. **Repaired/Replacement Leased Equipment.** At our sole discretion, we may repair or replace the Leased Equipment with new or reconditioned parts or Leased Equipment. All replaced equipment or parts remain the property of Brightspeed and will not be returned to you.
- iv. **No Other Express Warranties and Limitation of Implied Warranties.** This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. This Limited Warranty is the only express warranty provided by Brightspeed in connection with the Leased Equipment.

**This Limited Warranty gives you specific legal rights**, and you may also have other rights which vary from state to state. If you have questions, please contact us by calling 1 833-692-7773.

**b. Limited Warranty for Purchased Equipment.** Brightspeed provides a Limited Warranty (described in this Section 15.b to you, as purchaser of the Purchased Equipment. It does not apply to any equipment or software not provided for sale by Brightspeed, including Leased Equipment and licensed Software.

#### **LIMITED WARRANTY FOR PURCHASED EQUIPMENT**

- v. **The Purchased Equipment is warranted by Brightspeed** to be free of manufacturing defects for the shorter of (A) 60 days from your receipt of the Purchased Equipment, or (B) for such period of time as warranted by the original equipment manufacturer or reseller (“Warranty Term for Purchased Equipment”).
- vi. **This Limited Warranty covers only the basic operations of the Purchased Equipment**, and we do not warrant the compatibility of the Purchased Equipment with any equipment or software not provided by Brightspeed. If the Purchased Equipment malfunctions due to a manufacturing defect during the Warranty Term for Purchased Equipment, we will replace or repair it as described in this paragraph, without charge, so long as (A) on or before the expiration of the Warranty Term for Purchased Equipment, you notify us by calling 1 833-692-7773, report that the Purchased Equipment’s basic operations are not functioning properly, and cooperate with the Brightspeed representative to evaluate the circumstances; and (B) if required by Brightspeed, you promptly return the Purchased Equipment according our instructions. Unless we agree otherwise, we will: replace or repair the Purchased Equipment, at our option, and return the replacement or repaired Purchased Equipment to you. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty. Repair or replacement by an unauthorized third party will void the Limited Warranty.
- vii. **Repaired/Replacement Leased Equipment.** At our sole discretion, we may repair or replace the Purchased Equipment with new or reconditioned parts or Purchased Equipment. All replaced equipment or parts remain the property of Brightspeed and will not be returned to you.
- viii. **No Other Express Warranties and Limitation of Implied Warranties.** This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. This Limited Warranty is the only express warranty provided by Brightspeed in connection with the Purchased Equipment.

**This Limited Warranty gives you specific legal rights**, and you may also have other rights which vary from state to state. If you have questions, please contact us by calling 1 833-692-7773.

#### **c. Disclaimer of Warranties.**

THE SERVICES, SOFTWARE, LEASED EQUIPMENT, PURCHASED EQUIPMENT, BILLING AND PAYMENT-RELATED CONTENT, PAYMENT SERVICES AND ALL RELATED INFORMATION AND SUPPORTING SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. BRIGHTSPEED DOES NOT GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE OF A PARTICULAR QUALITY OR SPEED, OR WILL BE UNINTERRUPTED, ACCURATE, SECURE, MAINTAINED, AND KEPT FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT FOR THE LIMITED WARRANTIES IN THE PRECEDING

SECTIONS, BRIGHTSPEED PROVIDES THE SERVICES, SOFTWARE, LEASED EQUIPMENT AND PURCHASED EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED. BRIGHTSPEED DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OR INTEGRATION WITH EQUIPMENT AND SOFTWARE NOT PROVIDED BY BRIGHTSPEED, AND THOSE WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR COURSE OF TRADE. BRIGHTSPEED DOES NOT WARRANT THAT THE SERVICES, SOFTWARE, PAYMENT SERVICES OR ANY OF ITS WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY BRIGHTSPEED, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS SUBSCRIBER AGREEMENT OR CREATE ANY WARRANTY. BRIGHTSPEED IS NOT RESPONSIBLE FOR HARM CAUSED BY DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR WEATHER. BRIGHTSPEED TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. BRIGHTSPEED DOES NOT GUARANTEE SECURITY OR PROTECTION AGAINST UNAUTHORIZED ACCESS TO THE SERVICES, OR YOUR PERSONAL INFORMATION. BRIGHTSPEED DOES NOT GUARANTEE THAT THE SERVICES ARE SUITABLE FOR USE IN SITUATIONS IN WHICH ABSOLUTELY ACCURATE DATA TRANSMISSION OR SECURITY IS REQUIRED OR THAT COULD RESULT IN PERSONAL INJURY, PROPERTY DAMAGE, OR FINANCIAL LOSS. BRIGHTSPEED MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICES. IF ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO YOU ONLY TO THE EXTENT IT IS BARRED BY APPLICABLE LAW. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

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## 16. Indemnification.

**You agree to indemnify, defend, and hold harmless Brightspeed and its affiliates, contractors, officers, directors, employees, or agents** from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorneys' fees and punitive damages arising from: (a) violation of any provision of this Subscriber Agreement by you or others who access the Services, Software, and/or Brightspeed-provided Equipment through your account, with or without your permission; (b) installation, modification or use of the Services, Software, and/or Brightspeed-provided Equipment by you and/or any parties who use the Services, Software, and/or Brightspeed-provided Equipment through your account, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Services, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Services in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; or (e) your acts, errors, or omissions, negligence, or intentional

misconduct by you.

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## 17. Dispute Resolution.

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE.** IT PROVIDES FOR RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS (AS OPPOSED TO ON A CLASS, REPRESENTATIVE, MASS, COLLECTIVE, CONSOLIDATED, OR COORDINATED BASIS), THROUGH PRE-SUIT DISPUTE RESOLUTION, AND IF APPROPRIATE, BY COURT ACTIONS DECIDED BY A JUDGE (NOT BY A JURY). IT LIMITS YOUR TIME TO NOTIFY BRIGHTSPEED OF A DISPUTE AND LIMITS YOUR TIME TO FILE ANY CLAIM, DISPUTE, ACTION, OR LAWSUIT. THIS SECTION GOVERNS ALL DISPUTES, CLAIMS, ACTIONS, OR LAWSUITS BETWEEN YOU AND BRIGHTSPEED ARISING OUT OF OR RELATING TO THIS SUBSCRIBER AGREEMENT, SERVICES, SOFTWARE, AND/OR LEASED EQUIPMENT, REGARDLESS OF THE LEGAL THEORY.

a. **Pre-Filing Requirements.** Before filing or commencing any lawsuit, claim, or action in any court, you must first present any claim or dispute to Brightspeed in writing in a manner reasonably sufficient to allow Brightspeed a fair and adequate opportunity to resolve the dispute without litigation ("Notice of Claim"). Any Notice of Claim should be emailed to [customeradvocacy@brightspeed.com](mailto:customeradvocacy@brightspeed.com) or mailed to Brightspeed, Attention: Customer Advocacy, PO Box 2647, Fayetteville, NC 28302-2647.

THESE PRE-FILING REQUIREMENTS ARE MATERIAL TERMS OF THIS SUBSCRIBER AGREEMENT PROVIDING YOU AND BRIGHTSPEED WITH SUBSTANTIVE, NOT MERELY PROCEDURAL, RIGHTS. YOUR FAILURE TO ABIDE BY THEM MAY BE GROUNDS FOR DISMISSAL OF ANY LAWSUIT.

- (i) **Notice of Claim Must Be on an Individual Basis.** Your Notice of Claim must be on your own individual behalf and shall not be made on a class, representative, mass, collective, consolidated, or coordinated basis. Without limiting the generality of the requirement that any Notice of Claim must be on an individual basis, it is a violation of this Subscriber Agreement for two or more claimants to include claims in a single Notice of Claim or attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.
- (ii) **Fair and Adequate Opportunity to Resolve the Dispute.**
  - (A) **Brightspeed commits to work with you in good faith to resolve any disputes you may have.** For your individual Notice of Claim to provide Brightspeed a fair and adequate opportunity to resolve the dispute without litigation, your Notice of Claim must include:
    - (1) the Brightspeed account number(s) for the account(s) related to the claim or dispute;
    - (2) a reasonable description of the facts underlying the claim or dispute, including relevant dates when you experienced billing, service, equipment, software, or other issues;

- (3) an estimate of your money damages and how those damages were calculated;
- (4) a description of any relief sought other than money damages; and
- (5) supporting documentation, including copies of your payment receipt, supporting any billing dispute.

In addition to the information provided in your Notice of Claim, you also agree to respond within a reasonable time to any request from Brightspeed for additional information to support or clarify your claim or dispute.

(B) **If your individual Notice of Claim includes any claim based on any alleged false statement, fraud, deception, or misrepresentation**, then your individual Notice of Claim also must identify:

- (1) the content of any alleged false or misleading statement or advertisement;
- (2) the approximate date(s) on which you received, heard, or read that statement or advertisement;
- (3) how you received that statement or advertisement; and
- (4) if the alleged false or misleading statement was made by a particular person, that person's name or affiliation with Brightspeed (e.g., Brightspeed employee, Brightspeed-authorized service technician, or contractor).

(C) **Using information you provide pursuant to Sections 17(a)(ii)(A) and (B)**, Brightspeed will use reasonable efforts to search for and identify records of your account history, if any, that might be helpful in resolving your dispute. Brightspeed will also attempt to contact you directly to discuss your dispute. If you do not provide the information required by Sections **17(a)(ii)(A) and (B)**, Brightspeed is not obligated to search its records.

- (iii) **60-Day Pre-Filing Period.** If you and Brightspeed are unable to resolve your claim or dispute within 60 days after Brightspeed receives your Notice of Claim that meets the requirements of paragraphs **17(a)(ii)(A) and (B)** ("60-Day Pre-Filing Period"), you may file a court action consistent with these Dispute Resolution Terms. If your Notice of Claim is deficient, incomplete, or defective because it is not made on an individual basis, as set forth in paragraph 17(A)(i), or because it does not include the information required by paragraph 17(A)(ii)(A) and (B), then the 60-Day Pre-Filing Period will not begin until the first date on which Brightspeed has received information correcting those deficiencies or defects. Further, if your Notice of Claim otherwise meets the requirements of paragraphs 17(A)(i) and 17(A)(ii)(A) and (B), but you fail to respond to a reasonable request from Brightspeed for missing or additional information about your claim or dispute, then the 60-Day Pre-Filing Period will pause and not begin again until you provide the requested missing or supporting information.
- (iv) **Pre-Filing Tolling Period.** Any deadline to file a lawsuit will be extended up to a maximum of 60 consecutive days after Brightspeed receives your Notice of Claim ("Pre-Filing Tolling Period"). If you fail to respond to a reasonable request from



Brightspeed for missing or additional information, then the Pre-Filing Tolling Period will end 14 consecutive days after the date of Brightspeed's request.

**b. Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.** By this Subscriber Agreement, both you and Brightspeed waive any right to pursue any disputes and claims on a class, representative, mass, collective, consolidated, or coordinated basis.

- (i) ***Examples of Class, Representative, Mass, Collective, Consolidated, or Coordinated Bases.*** Without limiting the generality of the requirement that disputes and claims be pursued and resolved in court solely on an individual basis, it is a violation of this Subscriber Agreement for two or more claimants to (1) include claims in a single Notice of Claim; (2) pursue their claims in a single court action; or (3) attempt to settle simultaneously their disputes, unless the two claimants are joint, named account holders of the same Brightspeed account.
- (ii) ***Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.*** As consideration for following the Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis in this Section 17(b), Brightspeed agrees that:
  - (A) Brightspeed will reimburse you for filing fees you incur for filing any lawsuit in small claims court, so long as your filing was consistent with these Dispute Resolution terms, regardless of whether you prevail on any claim in small claims court;
  - (B) If you both (1) prevail on a claim in court and (2) receive an award of actual damages that exceeds Brightspeed's highest offer of settlement during the 60-Day Pre-Filing Period, Brightspeed will reimburse you for your reasonable attorneys' fees, as well as any costs and expenses you or your attorney reasonably incurred for investigating, preparing, and pursuing your claims. The calculation of actual damages for purposes of this section excludes any award of attorneys' fees, statutory minimum damages, statutory multiple damages or penalties, consequential damages, exemplary or punitive damages, and any other costs or expenses incurred in pursuing your claims;
  - (C) Nothing in this Subscriber Agreement, including the limitations on liability in Section 14, will prevent or limit the recovery of statutory remedies;
  - (D) The damage cap in paragraph 14(f)(iv) is increased so that it will not exceed the total charges you paid to Brightspeed in the twelve months prior to notifying Brightspeed of your dispute. If you give notice of a dispute after terminating service, the damage cap in paragraph 14(f)(iv) is increased so that it will not exceed the charges you paid to Brightspeed during the last twelve months before terminating service; and
  - (E) Brightspeed will waive its right to any award of attorneys' fees, costs, and expenses to which it might be entitled as a prevailing party in the lawsuit you filed, except that Brightspeed retains its right, as allowed by applicable law, to seek attorneys' fees, costs, and expenses on the basis that your claim was frivolous or otherwise brought in bad faith or for the purpose of harassment.

Your right to attorneys' fees, costs, and expenses provided by this paragraph is not intended to limit your rights to recover these items under applicable law (if any such rights exist). If applicable law entitles you to a greater award to attorneys' fees, costs, and expenses than allowed under paragraph 15(b)(ii), you may recover that greater amount. However, you may not recover duplicative awards of attorneys' fees, costs, and expenses under this paragraph and applicable law.

- (iii) ***Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis Not Severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.*** If a court deems paragraph 17(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action, then paragraph 17(b)(ii) (Consideration for Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) shall also be unenforceable and severed from this Subscriber Agreement.

c. **Waiver of Right to Jury Trial. BOTH YOU AND BRIGHTSPEED WAIVE THE RIGHT TO A JURY TRIAL ON YOUR INDIVIDUAL CLAIMS.** To the extent court action is appropriate under this Subscriber Agreement, any trial of your claims and Brightspeed's defenses or counterclaims shall be to a judge or court presiding without a jury (i.e., a "bench trial"), except as provided in paragraph 17(d).

d. **Waiver of Jury Trial Not Severable from Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis.** If a court deems Section 17(b) (Waiver of Any Right to Proceed on a Class, Representative, Mass, Collective, Consolidated, or Coordinated Basis) unenforceable as to your claims or action for any reason, the Waiver of Right to Jury Trial in Section 17(c) shall be unenforceable and severed from this Subscriber Agreement.

e. **Limitation on Time to File Any Claim, Dispute, or Lawsuit.** YOU MUST NOTIFY BRIGHTSPEED OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SUBSCRIBER AGREEMENT AS SOON AS IT IS DISCOVERED, BUT IN ANY EVENT, WITHIN 6 MONTHS AFTER IT IS DISCOVERED. FOR EXAMPLE, IF YOU DISPUTE ANY CHARGE ON YOUR PAYMENT RECEIPT, YOU MUST NOTIFY BRIGHTSPEED OF THE DISPUTE WITHIN 6 MONTHS OF THE DATE OF YOUR PAYMENT RECEIPT. YOU ACCEPT ALL CHARGES NOT DISPUTED WITHIN 6 MONTHS OF YOUR DISPUTED PAYMENT RECEIPT. ANY LAWSUIT ARISING OUT OF OR RELATING TO THIS SUBSCRIBER AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WHERE PROHIBITED BY APPLICABLE LAW. IF A COURT DEEMS EITHER OF THE FOREGOING LIMITATIONS UNENFORCEABLE, THE LIMITATION(S) FOUND UNENFORCEABLE SHALL BE EXTENDED BY THE MINIMUM TIME NECESSARY TO MAKE THE LIMITATION(S) ENFORCEABLE.

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## 18. Notices.

**Except as otherwise provided herein, all required notices to Brightspeed must be in writing and sent to Brightspeed, Attention: Litigation, P.O. Box 1330, Fayetteville, NC 28301-1330.** Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting on Brightspeed's website,

delivery of a written notice by U.S. Postal Service or a courier service (e.g., Federal Express or UPS), a message or insert on or with your Billing Documents, call to your billed telephone number (including through a voicemail message), SMS messages, or email to an address provided by you either at the time you place an order or at a later time. You agree to provide Brightspeed with any and every change to your e-mail address by calling 1 833-692-7773. If you fail to provide updated e-mail address information to Brightspeed, you agree that any notices sent to the e-mail address most recently provided by you will be deemed to have been received by you.

Except as otherwise provided herein, all notices will be deemed given:

- (a) when delivered in person to the recipient named above;
- (b) three business days after mailed via regular U.S. Postal Service;
- (c) when delivered via a courier service;
- (d) the date on which:
  - (i) an email or SMS message is sent to the email address or phone number you provided;
  - (ii) Brightspeed provides notice to you on your account or as a message or insert on or with your Billing Documents;
  - (iii) a Brightspeed representative calls and speaks to you or leaves a voicemail message at the phone number you provided, or
  - (iv) Brightspeed posts a notice on its website.

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## 19. Supremacy.

- a. **In the event of any inconsistency between this Subscriber Agreement and any other documents exchanged between you and Brightspeed** related to the Services, Software, Brightspeed-provided Equipment, the provisions of this Subscriber Agreement will control.
- b. **In the event of any inconsistency between Sections 14 and 17 of this Subscriber Agreement and the liability limitations and dispute resolution provisions of any other agreement between you and Brightspeed or any of its affiliates**, Sections 14 and 17 of this Subscriber Agreement shall control; and
- c. **In the event any other agreement between you and Brightspeed or any of its affiliates does not contain liability limitations or dispute resolution provisions**, Sections 14 and 17 of this Subscriber Agreement shall control to the greatest extent permitted by law.

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## 20. Entire Agreement.

**This Subscriber Agreement, together with the other agreements, disclosures, policies and posted information referenced herein, constitutes the entire agreement between you and Brightspeed** with respect to the subject matter of this Subscriber Agreement, and supersedes all prior and contemporaneous oral or written agreements or understandings relating to the subject matter of this Subscriber Agreement.

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## 21. Assignment.

You agree not to assign this Subscriber Agreement. We may assign this Subscriber Agreement to any third party and your rights and obligations under this Subscriber Agreement, in whole or in part, at any time without notifying you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

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## 22. Governing Law.

**This Subscriber Agreement and any disputes, claims, actions, and lawsuits arising out of or related to this Subscriber Agreement shall be governed** by the law of the state in which you receive the Services that are the subject of the dispute, claim, action, or lawsuit.

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## 23. General.

**If any term or provision of this Subscriber Agreement is held invalid, illegal or unenforceable**, such term or provision will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms and provisions will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Subscriber Agreement will be construed as a waiver of any of its rights hereunder. All terms and provisions of this Subscriber Agreement that should by their nature survive the termination of this Subscriber Agreement will so survive.

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## **Service Terms for Brightspeed Internet**

These Service Terms apply to the Brightspeed Internet service (“Internet Services”) described below and are in addition to those set forth in the Subscriber Agreement. The terms and conditions of the Subscriber Agreement are attached hereto and incorporated herein by reference. In the event of a conflict between the terms stated in these Service Terms and those in the Subscriber Agreement, the terms of the Subscriber Agreement will control.

### **BELOW ARE IMPORTANT PROVISIONS IN THIS SERVICE SCHEDULE THAT AFFECT YOUR RIGHTS:**

- **Internet Services may not be available in all areas or at the rates or speeds generally marketed.**
- **Nothing in these Service Terms or the Subscriber Agreement precludes Brightspeed from withdrawing or discontinuing any Internet Services and/or any related technology.**

**Capitalized terms not defined in these Service Terms shall have the meaning set forth in the Subscriber Agreement to which these Service Terms are attached.**

#### **1. Service Description.**

##### **a. Internet Services.**

- (i) *Technology Used to Provide Internet Service.* Brightspeed will provide Internet Services using either of the following technologies that will be described to you at the time you order Internet Services: (a) the same copper line as your Brightspeed wireline telephone service (e.g., Digital Subscriber Line technology), (b) a fiber-optic connection that runs directly to your location, or (c) via a fixed wireless connection to your location. For fiber-optic connections, there are some circumstances, such as when Brightspeed is unable or not authorized to bring fiber into your residence, in which the Internet Services may involve deployment of alternative, non-fiber technologies from a certain point in our network to your location.
- (ii) *Availability.* Internet Services may not be available in all areas or at the rates or speeds generally marketed. The speed(s), plans and discounts available at your location are identified during the ordering process and confirmed upon the provisioning of your Internet Services. Service speeds disclosed to you are “up to” a specific download speed via a wired connection at your location under typical circumstances within our network. Internet Services are provided on a per-line basis. Internet Services provided over a copper line may be provided at different speeds based on the “downstream” and “upstream” speed available at your location. Availability and the actual throughput speed of your Internet Services are not guaranteed and depend on a number of factors such as traffic and congestion on your home network or corporate LAN, bandwidth, distance of your location from certain Brightspeed data equipment, the physical condition of your copper or fiber-optic connections and wiring at and/or inside your location, viruses or spyware, your connected devices’ quantity, age, capabilities, performance and settings, server speed of the websites you connect to. Each of these factors is outside of our control and, as a result, not our responsibility. The WiFi portion of the Internet Services may not deliver the disclosed throughput speed or “up to” speed and will vary, particularly

when Service is accessed by multiple wireless devices, in addition to the other factors listed above. Speed tests may reflect a speed lower than actual throughput speed when connected via a wireless connection or when multiple devices are in use. Speed tests may be further limited by the speed capabilities of the devices connected to your home network, in addition to the other factors listed above. Uninterrupted or error-free Services are not guaranteed, and we may limit speeds. Additional information about network performance, practices, and policies is disclosed on our Internet Service Disclosure page located at <https://www.brightspeed.com/aboutus/legal/consumer/internet-service-disclosure/>

We will provision your line at the maximum speed available at your location for the Service plan you selected. Availability of Service depends on availability and limits of Brightspeed wire centers and facilities. Some lines may not qualify for the Service even if initial tests qualified such lines.

- (iii) *Moves.* If you move to another location (including a move within the same building), you are not guaranteed to have either the same Internet Services or any Service at the new location. Your line must be re-qualified for Internet Services at any new location and MRCs and NRCs applicable to any new Internet Services will apply.
- (iv) *Network Modernization.* Brightspeed may make necessary modifications and changes to its network on an as needed basis in order to properly maintain and modernize its network. Customer acknowledges that such changes may result in minor changes to transmission parameters or modem replacements. Brightspeed shall follow FCC guidelines regarding the disclosure requirements for such modernization.
- (v) *Service Withdrawal.* Nothing in these Service Terms or the Subscriber Agreement precludes Brightspeed from withdrawing or discontinuing any Internet Services and/or any related technology. In the event of any such withdrawal and/or discontinuation, it is expressly agreed and understood that Brightspeed may also, in its sole and absolute discretion, withdraw the availability of any equivalent Service and/or any equivalent supporting technology.
- (vi) *Brightspeed-provided Equipment to Deliver Internet Services; Licenses.* Certain Brightspeed-provided Equipment used to deliver Internet Services may be located on your premises, including in some cases inside your home or building. These facilities and devices are Brightspeed's property and only Brightspeed is authorized to install, relocate, rearrange, test, inspect, and maintain such facilities and devices. When Brightspeed instructs you not to remove Brightspeed-provided Equipment from your premises and when the Brightspeed-provided Equipment is affixed with a label that includes the following (or similar) message, "PROPERTY OF BRIGHTSPEED. DO NOT REMOVE FROM PREMISES," then you must not return the Brightspeed-provided Equipment to Brightspeed. In those circumstances, you will not be charged an Equipment fee as long as the Brightspeed-provided Equipment is left in place in reasonable condition (subject only to reasonable wear and tear). You are responsible for damage to Brightspeed-provided Equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to Brightspeed-provided Equipment unless we authorize you to do so. Any unauthorized attachments or connections may be removed or disconnected by us and your Internet Services may be suspended or terminated. You agree to provide us access to your premises (including your home or building) at reasonable hours if necessary to terminate or cancel Service or to install,

maintain or remove the facilities and/or devices. We are not liable for defacement or damage to your premises resulting from the installation of Brightspeed-provided Equipment and associated wiring, or from the existence or removal thereof, when such defacement or damage is not the result of our negligence. You may be required to provide, install, and maintain, at your expense, certain items, and rights or licenses to receive Internet Services, if such items are not already in place. These items may include, without limitation, suitable electrical services, wiring and outlets, suitable environmental conditions for the operation of facilities (such as housing, heat, light, and ventilation), rights to use or install entrance facilities into multi-unit housing complexes, commercial properties, or business developments to reach points of termination (such as pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and/or trenches).

- b. **Third-party Software.** Some Brightspeed-provided Equipment have built-in third-party software. Your proper installation and configuration of such Equipment may be required to ensure that the software functions properly.
- i. **Calix ProtectIQ.** The Calix ProtectIQ security service may be included within Leased Equipment. In utilizing the Calix ProtectIQ services, you are accepting not only the terms of the Subscriber Agreement but also accepting the terms of use provided by Calix located at <https://www.calix.com/legal/terms-of-use.html>. We make no warranty, express or implied, as to the Calix ProtectIQ security service.
2. **Responsibilities for provisioning of Internet Services.** The Parties agree that the following allocation of responsibilities shall apply to the provisioning of Internet Service:
- (i) Brightspeed will install and maintain Internet Services for Customer up to the Network Interface Device. As used herein, the term "Network Interface Device" or "NID" (which may or may not include an optical networking terminal) is a device installed by Brightspeed at the demarcation point between the Customer's premises and Brightspeed's outside plant facilities to link to your premises' wiring to such outside plant facilities. In the event that a NID is not present, Brightspeed will install one and ensure Internet Services are delivered to the NID;
- (ii) In certain circumstances, you may elect to have Brightspeed install one or more WiFi nodes, or other ancillary equipment, to extend the WiFi coverage throughout your property.
- (iii) You are responsible for all requested work activities at your premises. You agree to obtain all permissions and authorizations that may be necessary for any work activities we perform at your premises.
- (iv) To the extent you are not the property owner, all negotiations with the premises owner(s) are solely your responsibility. Furthermore, you agree to release, indemnify, defend and hold harmless Brightspeed for any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement made, instituted, or asserted by any person, entity, association, or organization of any kind resulting from your breach of or failure to perform under this Section. A due date for delivery of Internet Services cannot be established until Brightspeed receives an acceptable Letter of Authorization from you, when applicable. Your use of a Letter of Authorization or similar document with the premises owner shall not alter your obligations under this Schedule.

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## **Service Terms for Brightspeed Digital Voice**

These Service Terms apply to the Brightspeed Digital Voice service described below and are in addition to those set forth in the Subscriber Agreement. The terms and conditions of the Subscriber Agreement are attached hereto and incorporated herein by reference. In the event of a conflict between the terms stated in these Service Terms and those in the Subscriber Agreement, the terms of the Subscriber Agreement will control.

### **BELOW ARE IMPORTANT PROVISIONS IN THIS SERVICE SCHEDULE THAT AFFECT YOUR RIGHTS:**

- **911 DIALING CANNOT BE GUARANTEED.**
- **DIGITAL VOICE WILL NOT WORK IF POWER IS LOST, DISCONNECTED OR NOT AVAILABLE FOR ANY REASON.**
- **WE STRONGLY RECOMMEND THAT YOU ALWAYS HAVE AN ALTERNATIVE METHOD OF ACCESSING 911 SERVICES FROM YOUR LOCATION, SUCH AS HAVING AVAILABLE CELLULAR SERVICE.**
- **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR OBTAINING SUCH ALTERNATIVE METHOD OF ACCESSING 911 SERVICES.**

Capitalized terms not defined in these Service Terms for Brightspeed Digital Voice shall have the meaning set forth in the Subscriber Agreement to which these Service Terms are attached.

#### **1. Service Description.**

- a. **Service.** "Digital Voice" is a voice service that Brightspeed obtains from a third-party (such as Alianza, Inc.) to provide you the capability to perform Internet-based calling (e.g., voice over Internet protocol or VoIP), which is delivered to you through two-way data communications. For Digital Voice to work, you must have the required Internet speed, Software, and Leased Equipment or Brightspeed-approved compatible Customer Hardware. You must purchase the Internet connection from Brightspeed.

**WE STRONGLY RECOMMEND THAT YOU HAVE AN ALTERNATE MEANS OF COMMUNICATION AVAILABLE TO YOU IN YOUR HOME.**

#### **b. Additional Information Regarding Service Provisioning.**

- i. **Telecommunications Relay Service ("TRS").** TRS is accessible with Digital Voice by dialing 711, or using the toll-free number listed in your telephone directory. TRS is a free service for subscribers who are deaf, hard of hearing or have speech disabilities. These connections can sometimes be made through standard telephone equipment but sometimes require specially designed equipment.
- ii. **Value-Added Services.** Brightspeed may have services that we believe can add value to or enhance your Digital Voice. Those Value-Added Services will be subject to the Service Terms attached to the Subscriber Agreement.

#### **2. 911 Services.**

- a. **Connection and Limits.** Because Digital Voice works using Internet connections, calling



911 is different from what you might be used to with your traditional local or wireless service. Brightspeed cannot guarantee that Digital Voice will be continuous or error-free. **IF 911 DIALING DOES NOT WORK, YOUR SAFETY AND THE SAFETY OF OTHERS WHO USE DIGITAL VOICE COULD BE NEGATIVELY AFFECTED.**

**FOR THIS REASON, BRIGHTSPEED STRONGLY RECOMMENDS THAT YOU ALWAYS HAVE SOME ALTERNATIVE MEANS OF ACCESSING 911 SERVICES FROM THE SUBSCRIBER LOCATION.**

- i. **Your Location Information Is Critical To Successful 911 Calling.** FEDERAL LAW MAKES IT YOUR RESPONSIBILITY TO PROVIDE BRIGHTSPEED WITH YOUR CURRENT PHYSICAL LOCATION INFORMATION (YOUR "SUBSCRIBER LOCATION INFORMATION") AND ALL CHANGES TO THE PHYSICAL LOCATION FROM WHICH YOU USE DIGITAL VOICE. FOR PURPOSES OF ACCESSING 911 SERVICES, BRIGHTSPEED AND EMERGENCY RESPONDERS WILL ASSUME THE SUBSCRIBER LOCATION INFORMATION YOU PROVIDED IS YOUR PHYSICAL LOCATION.
- ii. **Brightspeed's Confirmation of Your Subscriber Location Information.** YOU NEED TO GET CONFIRMATION FROM BRIGHTSPEED WHEN YOU INITIALLY PROVIDE THE SUBSCRIBER LOCATION INFORMATION TO BRIGHTSPEED AND EVERY TIME IT CHANGES. After we have successfully processed your Subscriber Location Information into Brightspeed's 911 databases, Brightspeed will notify you of that fact at the email address you have provided. After that email notification, calls made to 911 should automatically connect you to the appropriate 911 Call Center. If the 911 activation is rejected or your Subscriber Location Information fails our address confirmation efforts for any reason, you will be notified by email and you should promptly contact Brightspeed by calling 1-833-692-7773. **IN THE INTERIM, RELY UPON AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES.**
- iii. **Dialing 911 Following Your Initial Service Activation.** 911 dialing should work immediately after you activate Digital Voice.
- iv. **Moving your Digital Voice Service & Its Impact on 911 Calls.**
  - (1) You agree that you will not move your Digital Voice to a new physical address for any reason at any time until you receive confirmation from Brightspeed accepting your proposed address change. Brightspeed will confirm – or may reject -- your request to change your 911 Subscriber Location Information. You should check the Account Portal (or other method of communication Brightspeed tells you about) to receive our confirmation or rejection.
  - (2) **911 CALLING WILL NOT WORK PROPERLY IF YOU MOVE YOUR DIGITAL VOICE BEFORE YOU (A) UPDATE YOUR SUBSCRIBER LOCATION INFORMATION WITH YOUR NEW PHYSICAL ADDRESS, AND (B) RECEIVE CONFIRMATION FROM BRIGHTSPEED.** IF YOU MOVE YOUR DIGITAL VOICE BEFORE THAT, YOUR CALLS TO 911 WILL GO TO THE 911 CALL CENTER THAT TAKES CALLS FOR YOUR "OLD" SUBSCRIBER LOCATION. IF THIS HAPPENS, YOU MIGHT NOT HAVE IMMEDIATE EMERGENCY ASSISTANCE IN WHAT MIGHT BE A SERIOUS HEALTH OR LIFE-THREATENING EMERGENCY.

v. **911 SERVICES WILL NOT WORK IF:**

- (1) you have no electrical power for Leased Equipment or approved Customer Hardware on which Digital Voice operates or electrical power is otherwise lost or unavailable;
- (2) your Internet connection fails, is disabled, disconnected or becomes degraded;
- (3) you attempt to use Digital Voice from outside the contiguous United States (Digital Voice is not available in Alaska and Hawaii);
- (4) your Leased Equipment or approved Customer Hardware malfunctions because it was not installed or connected correctly or because it is affected by normal service life limitations; or
- (5) your Digital Voice is disconnected for any reason.

vi. **No Privacy Rights When Making 911 Calls.** You agree that you have no privacy rights when Brightspeed transmits information about you in connection with a 911-dialed call, including your phone number, name, or address, even if these are not published in directories.

vii. **General Information and Guidance on 911 Calling.**

- (1) **Labels.** Brightspeed may provide labels that tell you that 911 calling with Digital Voice may have limitations. Brightspeed recommends you place these labels on or near your phone or any device using Digital Voice so others are aware of these limitations as well.
- (2) **Information You Should Provide To 911 Call Center.** WHEN YOU CALL 911, BRIGHTSPEED RECOMMENDS THAT YOU IMMEDIATELY PROVIDE THE 911 CALL CENTER WITH YOUR NAME, PHONE NUMBER, CURRENT LOCATION, AND THE NATURE OF YOUR EMERGENCY. This is helpful in case your call is dropped or disconnected, or because your phone number and location may not always be available to the 911 Call Center.

b. **Required Notice to be Given by Business Subscribers.** This specific subsection applies to all Subscribers who use Digital Voice for business purposes. YOU MUST NOTIFY ALL END USERS OF DIGITAL VOICE OF THE LIMITATIONS ON ACCESS TO 911 CALLING DESCRIBED IN THIS SECTION 2; AND THAT ACCESS TO 911 EMERGENCY SERVICES AND THE APPROPRIATE 911 CALL CENTER IS ONLY AVAILABLE AT THE LOCATION THAT BRIGHTSPEED HAS ON RECORD FOR THAT END USER. Upon end user request, Brightspeed may provide notices and/or labels that will indicate that Digital Voice has limited availability and functionality when placing 911 calls, and Brightspeed recommends that the labels be placed on all used with Digital Voice. You should direct your end users to the following URL to review these 911 Emergency Service limitations:

<https://www.brightspeed.com/aboutus/legal/consumer/legal-notice/911-and-service-limitations/>.

c. **By accepting Digital Voice, you acknowledge that Brightspeed has advised you and your business of the 911 limitations associated with Digital Voice, you understand this information, you accept Digital Voice with these limitations, and**

**you will notify all of your end users of these limitations.**

- d. **Unsupported Calls.** Digital Voice does not support certain dialing features or patterns, including 0+ dialing (that could include attempts to call collect, to perform third-party billing, or calling-card calls). Digital Voice most likely will not support 3-digit dialing other than 711 ("Telecommunications Relay Service" or "TRS"), 911 and 411.
  
- 3. Service Conditions.** The following conditions apply to Digital Voice. Brightspeed may, without giving you any advance notice, suspend, terminate, or limit use of Digital Voice if you violate any of these conditions.
  - a. **Limits on Use.** Your use of Digital Voice is subject to Brightspeed's AUP. You agree not to use Digital Voice for high volume or excessive use or in a way that negatively impacts Brightspeed network resources or Brightspeed's ability to provide services. Brightspeed considers "high volume" or "excessive use" to be more than 5,000 voice minutes per month. Digital Voice may only be used at the Subscriber Location for which Digital Voice is provisioned by Brightspeed. Brightspeed may restrict your use of or interrupt Digital Voice without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure acceptable service levels to all Brightspeed customers. Brightspeed is not responsible or liable for any Digital Voice deficiencies or interruptions caused by such events.

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## **Service Terms for Brightspeed's Value-Added Services**

These Service Terms apply to the Value-Added Services described below and are in addition to those set forth in the Subscriber Agreement. The terms and conditions of the Subscriber Agreement are attached hereto and incorporated herein by reference. In the event of a conflict between the terms stated in these Service Terms and those in the Subscriber Agreement, these Service Terms will control.

**Capitalized terms not defined in these Service Terms shall have the meaning set forth in the Subscriber Agreement to which this is attached.**

**Value-Added Services.** Brightspeed may have services that may add value to or enhance your use of the Services ("Value-Added Services"). Such Value-Added Services may be offered at no charge, may require an additional NRC, or an additional MRC. Brightspeed may decide to stop making those Value-Added Services available at any time, and we will not necessarily give you prior notice of our decision. If the Value-Added Service involves a charge, Brightspeed will stop billing you that charge.

### 1. **Cyber Shield**

"Cybershield" means the web-based services that Brightspeed obtains from a third party (Aura Sub, LLC) designed to provide features designed to assist with the protection and security of your identity, privacy, and VPN for a defined number of devices, as more fully described herein.

- a. You will be responsible for all use of your membership number and must notify Brightspeed immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.
- b. The Cyber Shield Service is available to residential customers only. Your enrollment in, activation of, use of, or payment for the Cyber Shield Service constitutes your acceptance of these Service Terms, and you represent that you are of legal age to enter into this agreement and are bound by it. You should read these Service Terms and the Subscriber Agreement, including all applicable service schedules, in its entirety, but even if you choose not to read it, its disclosures, terms and conditions will be legally binding upon you. If you do not accept these Service Terms and the Subscriber Agreement, do not use the Services, and notify Brightspeed immediately to cancel by calling the Brightspeed phone number on your bill or contacting Brightspeed by calling 1-833-692-7773.
- c. FOR CLAIMS RELATED TO AURA SUB'S PROVISION, DELIVERY, OPERATION, AND/OR FUNCTIONALITY OF CYBER SHIELD SERVICE, SECTION 1.F OF THESE SERVICE TERMS CONTAINS THE APPLICABLE MANDATORY DISPUTE RESOLUTION PROCEDURES BETWEEN YOU AND AURA SUB.
- d. You are eligible to purchase web-based services that provide features designed to assist with the protection and security of your identity, privacy, and VPN for a defined number of devices, as more fully described in service-specific terms and conditions presented to you prior to your use and at <https://www.brightspeed.com/help/internet/cybershield.html> (collectively, "Cyber Shield Service") only for your own behalf. You will be responsible for all use of your membership number and must notify Brightspeed immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.

- e. You understand that Cyber Shield Service is provided to you by Aura Sub, a company separate from and unaffiliated with Brightspeed, who is permitting Brightspeed to make Cyber Shield Service directly available to you as a result of a separate agreement between Aura Sub and Brightspeed. Neither Brightspeed nor any of its affiliates provides the Cyber Shield Service. You understand that by accepting and enrolling in Cyber Shield Service, you are providing "written instructions" in accordance with the federal Fair Credit Reporting Act, as amended ("FCRA"), for Brightspeed and Aura Sub, which may include CSIdentity ("CSID"), to obtain information from your personal credit profile from Experian, Equifax, and Transunion, the three major credit reporting agencies. You authorize Brightspeed and Aura Sub to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting and scoring products.
- f. Cyber Shield Service Dispute Resolution Only.
- i. Definitions and Limitations. You agree that the provisions in this "Cyber Shield Service Dispute Resolution Only" section are the exclusive and sole dispute resolution method with respect to Aura Sub's provision, delivery, operation, and/or functionality of Cyber Shield Service to you. Disputes related to Cyber Shield Service will be handled as described in this Section 1 of these Service Terms.
- **Section 17 of the Subscriber Agreement will be the exclusive and sole dispute resolution method with respect to any claim or dispute you have against Brightspeed.**
  - **In no event will this Section 1 of these Service Terms apply to claims and disputes against Brightspeed.**
- ii. **Arbitration. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

SUMMARY:

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CONTACTING AURA SUB AT 1-833-552-2123 OR [SUPPORT@AURA.COM](mailto:SUPPORT@AURA.COM). IN THE UNLIKELY EVENT THAT AURA SUB'S CUSTOMER SERVICE IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE WITH AURA SUB SOLELY WITH RESPECT TO THE PROVISION, DELIVERY, OPERATION, AND/OR FUNCTIONALITY OF CYBER SHIELD SERVICE TO YOUR SATISFACTION (OR IF AURA SUB HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU, ON THE ONE HAND, AND AURA SUB, ON THE OTHER, EACH AGREE TO RESOLVE THOSE SPECIFIC DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THESE SERVICE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. AURA SUB WILL PAY ALL COSTS OF

ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, YOU, ON THE ONE HAND, AND AURA SUB, ON THE OTHER, WOULD BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM EACH OTHER PARTY TO THE SAME EXTENT AS YOU AND THEY WOULD BE IN COURT. BRIGHTSPEED AND ITS AFFILIATES ARE NOT PARTIES TO THIS ARBITRATION AGREEMENT. IF YOU IMPROPERLY NAME BRIGHTSPEED OR ITS AFFILIATES IN AN ARBITRATION CLAIM SUBJECT TO THIS SECTION 3, YOU AGREE BRIGHTSPEED IS ENTITLED TO RECOVER FROM YOU ITS ATTORNEYS' FEES AND COSTS INCURRED IN SEEKING DISMISSAL OF AND OTHERWISE DEFENDING AGAINST THE IMPROPER ARBITRATION. ONLY A COURT, AND NOT ANY ARBITRATOR, SHALL DECIDE THE SCOPE AND ENFORCEABILITY OF THIS ARBITRATION PROVISION AS IT RELATES TO CLAIMS AGAINST BRIGHTSPEED OR ANY OF ITS AFFILIATES.

### **Arbitration Agreement:**

**ARBITRATION** - You, on the one hand, and Aura Sub, on the other, agree that a specific claim or dispute solely with respect to the provision, delivery, operation, and/or functionality of Cyber Shield Service (a "Cyber Shield Claim") shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. **Disputes related to the sale of Cyber Shield Service, or rates, charges, billing, and payment for Cyber Shield Service, are not subject to this arbitration agreement and will be handled as described in the Subscriber Agreement.** It is the parties' intent that this arbitration provision be construed narrowly, such that this arbitration agreement includes only Cyber Shield Claims by you against Aura Sub or its affiliates. Any Cyber Shield Claims you may have which relate to your credit report, or any claims arising out of or relating to the Fair Credit Reporting Act ("FCRA") and/or the FCRA's state law equivalent(s), are not subject to or governed by this agreement to arbitrate. You agree that, by entering into this arbitration agreement, you and Aura Sub are each waiving the right to a trial by jury or to participate in a class action with respect to Cyber Shield Claims. At your request, Aura Sub will promptly reimburse you for your payment of your arbitration filing fee. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Aura Sub will pay it directly after receiving a written request). The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Cyber Shield Claim. YOU, ON ONE HAND, AND AURA SUB, ON THE OTHER, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless you, on one hand, and Aura Sub, on the other, agree otherwise, the arbitrator may not consolidate more than one person's Cyber Shield Claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision in the preceding sentence is found to be unenforceable, then the entirety of this arbitration provision in this Section 3 shall be null and void. Notwithstanding any of the foregoing provisions, any party may bring an individual action in small claims court. The parties to this arbitration agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive

law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section shall survive any termination, cancellation or expiration of this arbitration agreement.

**LIABILITY** - NEITHER BRIGHTSPEED, AURA SUB, LLC, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NONE OF BRIGHTSPEED, AURA SUB, CSID, OR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE CYBER SHIELD SERVICE. NEITHER BRIGHTSPEED, AURA SUB, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE CYBER SHIELD SERVICE OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE CYBER SHIELD SERVICE. NONE OF BRIGHTSPEED, AURA SUB OR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE CYBER SHIELD SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID BRIGHTSPEED FOR YOUR MEMBERSHIP. THE CYBER SHIELD SERVICE IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE SUBSCRIBER AGREEMENT AND APPLICABLE SERVICE TERMS.

g. Score Disclosures

**VantageScore 3.0 Credit Score**

VantageScore 3.0, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, Experian®, TransUnion®, and Equifax®. VantageScore 3.0 is used by some but not all lenders. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So your credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day-to-day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

There are different credit scoring models which may be used by lenders and insurers.

Your lender may not use VantageScore 3.0, so don't be surprised if your lender gives you a score that's different from your VantageScore. (And your VantageScore 3.0 may differ from your score under other types of VantageScores). Just remember that your associated risk level is often the same even if the number is not. For some consumers, however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

#### h. Limitation of Liability.

THE LIMITATIONS OF LIABILITY IN SECTION 14 OF THE SUBSCRIBER AGREEMENT APPLY BETWEEN YOU AND BRIGHTSPEED SOLELY RELATED TO THOSE OBLIGATIONS IN THE SUBSCRIBER AGREEMENT BETWEEN YOU AND BRIGHTSPEED REGARDLESS OF THE CAUSE OR LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED (WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE) EXCEPT WHERE YOUR OR BRIGHTSPEED'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE CAUSED YOUR DAMAGES OR LOSSES. THE LIMITATIONS OF LIABILITY IN SECTION 14 OF THE SUBSCRIBER AGREEMENT DO NOT APPLY AS BETWEEN YOU AND AURA SUB OR TO THOSE OBLIGATIONS IN THESE SERVICE TERMS BETWEEN OR INVOLVING YOU AND AURA SUB. THE LIMITATIONS OF LIABILITY BETWEEN YOU AND AURA SUB ARE DESCRIBED IN THESE SERVICE TERMS. FOR CLARITY, AURA SUB IS NOT AN AFFILIATE, AGENT, OR CONTRACTOR OF BRIGHTSPEED. REGARDING BRIGHTSPEED'S OBLIGATIONS UNDER THE SUBSCRIBER AGREEMENT, TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, THE LIMITATION(S) NOT PERMITTED SHALL BE REDUCED OR MODIFIED TO THE MAXIMUM LIMITATION ALLOWED BY APPLICABLE LAW.

- (a) YOU ASSUME TOTAL RESPONSIBILITY FOR THE CYBER SHIELD SERVICE AND ACCESS THE SAME AT YOUR OWN RISK. BRIGHTSPEED EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE CYBER SHIELD SERVICE.
- (b) BRIGHTSPEED DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF AURA SUB OR OTHER PROVIDERS. BRIGHTSPEED WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE RESULTING FROM AN ACT OR OMISSION OF AURA SUB OR ANY THIRD PARTY, AND YOU SHOULD SEEK RELIEF FROM AURA SUB OR ANY SUCH THIRD-PARTY.

## 2. **Personal TechPro by Assurant**

Your use of the Personal TechPro by Assurant service and any of Assurant's Pocket Geek® apps (collectively, "Assurant Services") will be governed by the following service description and Assurant's terms of service provided to you when you register with Assurant for the applicable Assurant Service.

- (a) Personal TechPro<sup>SM</sup>. Personal TechPro<sup>SM</sup> provides Eligible Customers with access to Assurant technicians for help diagnosing and resolving issues related to Eligible Devices. Under the Personal TechPro<sup>SM</sup> service the technician also has the capability to perform remote screen sharing and/or remote camera sharing services, with the Eligible Customer's



consent. The Personal TechPro<sup>SM</sup> technician provides assistance with diagnosing, troubleshooting and resolving issues with Eligible Devices and as appropriate provides basic education to the Eligible Customer relating to the Eligible Device.

(b) Relevant Definitions.

“Bundled Tech Program” means the program whereby Eligible Customers purchase Brightspeed products (e.g., high-speed internet access), Personal TechPro<sup>SM</sup> and the Pocket Geek® Home App bundled together for one monthly price.

“Connected Products” means products, assets, or other things embedded with processors, sensors, software and connectivity that allow data to be exchanged between the product and its environment, manufacturer, operator/user and other products and systems. Examples of Connected Products include smart thermostats, smart lighting and other similar smart consumer electronics products.

“Eligible Customer” means either (i) a Customer that purchases either the Bundled Tech Program or Standalone Tech Program from Brightspeed or (ii) a Customer who purchased the Bundled Tech Program or Standalone Tech Program prior to the SOW Effective Date and is still enrolled in the Bundled Tech Program or Standalone Tech Program as of the SOW Effective Date.

“Eligible Device(s)” means Devices that are owned by an Eligible Customer and used in the Eligible Customer’s residential dwelling for personal use.

“Home PC Products” means personal computing devices such PCs, laptops, tablets, and related peripherals such as printers, keyboards and mice.

“Home Theater Products” means an entertainment system for the home that consists of a television with video components and often includes an audio system offering surround sound.

“Standalone Tech Program” means the program whereby Eligible Customers purchase Pocket Geek® Home App and Personal TechPro<sup>SM</sup> tech support services for their Eligible Devices.

(c) Scope of Personal TechPro<sup>SM</sup>. The scope of technical support provided by Personal TechPro<sup>SM</sup> technicians varies by product type (e.g., Connected Products, Home PC Products and Home Theater Products). Assurant shall provide to the Eligible Customer the In-Scope Services described below for each type of Eligible Device:

i. Connected Products (In-Scope Services; Out-of-Scope Services).

In-Scope Services:

1. Initial assistance with out of box setup for Eligible Devices (upon Eligible Customer request);
2. Assistance with functionality “how to” and features of the Eligible Device;
3. Assistance with interactivity of the Eligible Device with other compatible Connected Products (e.g., setting up Alexa skills, basic smart home recipes, etc.); and
4. Assistance troubleshooting Eligible Device issues/errors that are encountered

within the normal scope of use of the Eligible Device.

Out-of-Scope Services:

1. Assistance with issues involving wiring or electricity.
2. Issues linked or related to known bugs, product defects, or product limitations of the Eligible Device;
3. Assistance with Eligible Customer attempts to make the Eligible Devices work in ways that are not intended by the manufacturer;
4. Custom development of smart home scripting, software development, or other functionality which is not available out of the box in the core Eligible Device or via the standard application designed for use with the Eligible Device;
5. Hardware installation that requires, or is highly recommended, to be completed by a trained professional such as an electrician, HVAC professional, etc.; and
6. Full, step-by-step, installation of multi-device smart home setups. The intention of the service is to assist with specific features and functionality that an Eligible Customer may need help with during the initial installation/configuration and during normal use of the Eligible Devices, and not for use with the entire setup of a smart home.

ii. Home Theater Products (In-Scope Services; Out-of-Scope Services).

In-Scope Services:

1. Remote installation and configuration assistance with the Eligible Device;
2. Walk the Eligible Customer through physical connection and settings for Eligible Devices;
3. Assistance with setup of internet services on the Eligible Customer's televisions and other Eligible Devices;
4. Assistance with internet connection set-up and device communication across the Eligible Customer's home internet network; and
5. Assistance with accessing and using smart television apps such as connecting and setting up accounts with Netflix®, Amazon®, HBO® and certain other applications for use with Eligible Devices.

Out-of-Scope Services:

1. Advanced audio/video settings calibration and/or configuration;
2. Audio/video file format conversion;
3. Home theatre design consulting; and
4. Physical installation of or consultation on how to install ceiling or wall mounted systems such as projectors and surround sound systems.

iii. Home PC Products (In-Scope Services; Out-of-Scope Services).

In-Scope Services.

Generally, the In-Scope support for Home PC Products includes (i)

Computer repair & help (general troubleshooting); (ii) Virus removal & cleanup; (iii) Printer troubleshooting; (iv) Computer tune ups; (v) Email troubleshooting; and (vi) Software installation support. The scope of these is further detailed below:

1. Assistance with basic initial supported hardware setup;
2. Software installation guidance;
3. Hardware / operating system configuration guidance;
4. Assistance with setting up and connecting to an active wired or wireless connection;
5. General hardware and operating system functionality "how to" assistance (functionality assistance is meant to assist an Eligible Customer with a specific question about a software function or feature, and not intended to be a training service);
6. Assistance with applying operating system updates;
7. Assistance with basic computer tune-ups (e.g., help removing temporary files, error log files, unnecessary software at the customer's request, etc.);
8. Assistance with various forms of printing connectivity such as wireless, USB, parallel, etc.;
9. Remote screen sharing and/or remote desktop assistance services to assist in troubleshooting and the basic Eligible Customer education process;
10. Interpreting error messages and providing a best effort to resolve those errors remotely;
11. Assistance in determining when an Eligible Device or component has failed, and service is required to remedy the issue; and
12. Support for the current, and two (2) previous releases of the operating systems, provided those releases are still supported by the original manufacturer.

Out-of-Scope Services:

1. Server support for issues requiring network administrative level tasks;
2. Assistance bypassing any system passwords;
3. Unattended PC/laptop setups/builds, or any other custom scripting;
4. Software development;
5. Assistance with the installation and configuration of internal PC hardware such as motherboard, RAM, or HD installation or replacement;
6. Troubleshooting issues that have been resolved with operating system updates;
7. Customer training services (the intent of Assurant's solution is to assist Eligible Customers with specific issues relating to their Eligible Devices and not provide full training in the use of individual devices);
8. Recovery of lost data;
9. Software licensing guidance; and
10. Linux, or other non-windows or non-Mac operating systems.

iv. Pocket Geek® Home Application.

Pocket Geek® Home App is a mobile application that provides various features to help the Eligible Customer discover more about their Eligible Devices, and to help keep their Eligible Devices running smoothly. The high-level features of the Pocket Geek® Home application are as follows:

1. Home Wi-Fi Network Scan. Allows the Eligible Customer to run a scan of their home Wi-Fi network to discover some of the connected devices already in their home that may be eligible for support under the Bundled Tech Program or the Standalone Tech Program;
2. Eligible Device Inventory. The Eligible Customer can add Devices found by their home Wi-Fi network scanner, or manually search and add Devices to their in-app inventory; and
3. Self-Service Content. When the Eligible Customer scrolls to an Eligible Device in their in-app inventory, if content is available for that Eligible Device it will be displayed. Typical content types include "how to" guides and troubleshooting guides. Content does not exist for all Devices that can be added to the inventory.

### 3. **Brightspeed Inside Wire Maintenance**

a. Here are some definitions specific to Inside Wire Maintenance:

- i. "**Inside Wire**" means the simple wire and jacks that runs from Brightspeed's connection point (usually a small box on the outside of your premises) to the telephone jacks or connection points inside your premises to which you plug your communications and data equipment. Inside Wire does not include jacks, wire or cable serving other electronic devices and systems, such as computers, printers or entertainment systems. Inside Wire does not include distribution panels or other non-wire parts of so-called structured wire, or repairs to complex inside wire (larger than 6 pair).
- ii. "**Inside Wire Service**" means the Brightspeed Inside Wire Protection service described in this Section 3.
- iii. "**Trouble Location**" means that Brightspeed will identify, to the best of our ability, whether the trouble with your Services is in the Inside Wire or our facilities located outside your premises.

b. Service Description.

- i. *Service*. The Inside Wire Service provides Trouble Location and repair of your Inside Wire used to provide Services. Inside Wire Service does not include Trouble Location or repair to voice or data equipment connected to or used with a connection to the Internet or other services or trouble located in facilities or equipment of other carriers or providers. You are not obligated to have the Service for Brightspeed to repair your inside wire, and you may repair the inside wire yourself or choose a different provider.
- ii. *Coverage*.
  1. If Brightspeed concludes, through remote testing, that the Trouble Location does not exist in Brightspeed facilities or your Inside Wire that is covered by the Service, a technician will not be dispatched to your premises. If, upon your demand, a technician is then dispatched and no trouble is found, the applicable one-time charge for a customer-demanded dispatch will apply.

2. Inside Wire Service covers repair to existing, working Inside Wire, but not initial installation. At least one jack on your premises must be working before the Inside Wire Service is effective. If replacement or repaired Inside Wire is provided by Brightspeed, upon completion of installation, you will have full ownership and responsibility for that Inside Wire.
  3. Inside Wire Service coverage will commence, without delay, on the date on which you order the Inside Wire Service and we add it to your account. The Inside Wire Service does not cover trouble that exists prior to establishing Inside Wire Service unless you elect to subscribe to the Inside Wire Service prior to a technician being dispatched to your premises for trouble isolation and repair. If you elect to subscribe to Inside Wire Service after our technician is dispatched, the Inside Wire Service will become effective the day following Brightspeed's completed repair of the trouble. In those circumstances, the applicable repair charges will apply if you authorize Brightspeed to make the needed repairs.
  4. We will perform the repair work in a reasonable manner. As a result, we may reroute wire along baseboards or some other location to avoid replacement or repair of drywall, plaster or other materials and to avoid unnecessary work. If the problem exists in complex inside wire (larger than 6 pair), or the premises riser cable, we retain the option to switch your service to a new pair of wires whenever good wire pairs are available (also called "cut to clear").
- iii. *Exclusions.* The Service does not cover the following items or situations.
1. Repair or replacement of telephone handsets and modems or the cord connecting a telephone handset or modem to the jack.
  2. Drilling or cutting into metal walls to facilitate the repair. Brightspeed technicians will work with you to complete the repair in a safe manner.
  3. Installation of new jacks and wiring or rewiring. For new customers, Brightspeed will reconnect an existing, working jack to the main phone line if the previous customer had the jack wired to serve an additional line.
  4. Cable or wiring that runs between or among separate buildings, apartments or dwelling units in a multi-tenant property.
  5. Complete rewiring for jacks and wiring not installed or existing in accordance with accepted industry standards for telephone wiring. Brightspeed will repair and rewire, if necessary, the jack or outlet that is not working and offer to complete other rewiring, if requested, at our regular, additional installation charges.
- iv. *Service Availability.*

**Even though Brightspeed may take your order for Inside Wire Service, that does not mean Brightspeed will absolutely be able to provide the Inside Wire Service to you. After your order is taken, Brightspeed will be assessing Brightspeed's ability to implement the Inside Wire Service at your location. It**

may be that Brightspeed is unable to provide the Inside Wire Service to you. If Brightspeed ultimately decides Brightspeed can provide the Inside Wire Service, Brightspeed may need to change the original Service date.

v. Warranty Disclaimer.

Regardless of whether you or Brightspeed provides or installs Inside Wire, to the greatest extent permitted by applicable law, Brightspeed makes no warranty to you or any other party for any work or materials constituting or associated with Inside Wire. Brightspeed expressly disclaims any warranty of merchantability or fitness for a particular use. Brightspeed has no responsibility to maintain, update, repair, replace, de-install, or remove any installed Inside Wire.

4. **Brightspeed Total Home Tech Support**

This Terms of Service Agreement for Brightspeed Total Home Tech Support (the “Tech Services”) (collectively, the “Agreement”) governs your use of the Services.

**PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE USING THE TECH SERVICES. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ASURION. BY SELECTING THAT YOU AGREE, AND UTILIZING THE TECH SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, WHICH REQUIRES THAT ANY DISPUTES THAT SHOULD ARISE FROM THE USE OF THE TECH SERVICES SHALL BE RESOLVED EXCLUSIVELY BY AN ARBITRATOR, AND THIS AGREEMENT ALSO CONTAINS A WAIVER TO A JURY TRIAL OR ANY CLASS ACTION PROCEEDINGS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE TECH SERVICES.**

**BRIGHTSPEED TOTAL HOME TECH SUPPORT ALLOWS YOU TO ACCESS TECHNICAL SUPPORT SERVICES. THE TECH SERVICES ARE PROVIDED TO YOU BY ASURION. CONTACT US AT [TERMSOFUSE@ASURION.COM](mailto:TERMSOFUSE@ASURION.COM) FOR INFORMATION ABOUT THE TECH SERVICES OR ANY QUESTIONS RELATED TO THIS AGREEMENT.**

- a. **DEFINITIONS.** In this Agreement: (a) the words “Asurion” and “Our” and “Us” and “We” mean Asurion Services, LLC, and its respective parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; and (b) the words “You” and “Your” mean a person who uses the Tech Services and any person or entity represented by that individual; and (c) the word “Device(s)” means those eligible devices generally connected to other devices or networks via different wireless protocols such as Bluetooth, NFC, Wi-Fi, LiFi, 3G, etc., used by You such as TVs, gaming systems, audio headsets, virtual reality headsets, DVD players, Blu-ray players, home theater systems in a box, e-readers, desktop computers, laptops, tablets, printers, external hard drives, routers, audio/video streaming devices, smart speakers, smart thermostats, smart smoke and carbon monoxide detectors, smart door locks, smart video doorbells, smart light dimmers, smart device hubs, smart home security cameras, smart watches, health and fitness bands, and

any additional devices as updated in Our sole discretion.

- b. **PRIVACY NOTICE & PASSWORDS.** You acknowledge that when You utilize the Tech Services, Asurion may use automatic means (including, for example, cookies and web beacons) to collect information about Your Devices and/or about Your access or use of the Tech Services. You also may be required to provide certain information about yourself as a condition to using the Tech Services and the Tech Services may provide You with opportunities to share information about yourself with others. All information we collect through or in connection with the Tech Services is subject to our Privacy Notice which is available at <https://www.asurion.com/privacy-notice/>, and explains Our policies with respect to the collection, use and disclosure of information related to or derived from Your use of the Tech Services. Please read the Privacy Notice carefully and completely. It is incorporated by reference into this Agreement, and by using the Tech Services, You consent to the collection, use and disclosure of Your information as set forth in that Notice. Because Asurion cannot guarantee the security of Your personal information, You acknowledge and agree that You provide it to Asurion at Your own risk. If You know or suspect that the passwords associated with or stored on Your Device have been available to or accessed by anyone as a result of Your use of the Tech Services, You should immediately change or reset those passwords.
- c. **DATA USAGE CHARGES.** You acknowledge and agree that You may need to purchase additional equipment or software to receive the full benefit of the Tech Services, and that You may incur data usage or other fees or charges if You use the Service. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Tech Services.
- d. **AVAILABILITY OF THE TECH SERVICES.** Asurion offers its Tech Services for all eligible Devices, and where applicable pursuant to Your customer agreement and the respective users thereof, between the hours of 7AM – 11PM CT Monday through Sunday. Where applicable, the Tech Services will be available to You for the term of Your applicable plan with Your internet provider. Where applicable, an individual seeking to use the Tech Services on behalf of Your company may be required to provide identifying information including whether the individual is an owner, member, partner, director, manager, employee, or agent of Your company. You can access the Tech Services by calling (877) 851-3227.
- e. **DISCLAIMER OF WARRANTIES.** THE FOLLOWING DISCLAIMER SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU ACKNOWLEDGE AND AGREE THAT THE TECH SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE ON EITHER IS AT YOUR SOLE RISK AND DISCRETION. ASURION HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE TECH SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, ASURION MAKES NO WARRANTY THAT (A) THE TECH SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE TECH SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE TECH SERVICES WILL BE AS REPRESENTED OR MEET YOUR

EXPECTATIONS; OR (D) ANY ERRORS IN THE TECH SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASURION OR THE TECH SERVICES SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT ASURION HAS NO OBLIGATION TO SUPPORT OR MAINTAIN THE TECH SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ASURION MIGHT NOT BE ABLE TO OFFER THE TECH SERVICES AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. IN THE EVENT OF ANY FAILURE OF THE TECH SERVICES TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY ASURION AND ASURION WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. ASURION WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE TECH SERVICES, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

- f. **LIMITATION OF LIABILITY.** THE FOLLOWING LIMITATIONS SHALL APPLY TO YOU TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL ASURION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE TECH SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ASURION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF DATA OR CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, ALTERATION, CORRUPTION OR LOSS OF THE DEVICE, DATA, HARDWARE, SOFTWARE OR FILES, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE TECH SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE TECH SERVICES AS APPLICABLE, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- g. **ARBITRATION AGREEMENT.** Most of Your concerns about the Tech Services can be addressed by contacting Asurion at **TERMSOFUSE@ASURION.COM**. For any dispute with Asurion, You agree to first contact us and attempt to resolve the dispute with us informally.
- i. **YOU AND ASURION AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND ASURION AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND ASURION AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE**



**PROCEEDINGS.** This Arbitration Agreement (“ARB”) shall survive the termination of the Agreement and is governed by the Federal Arbitration Act. This ARB shall be interpreted broadly, and it includes any dispute You have with Asurion that arises out of or relates in any way to Your relationship with Asurion or the Tech Services, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this ARB does not preclude You from bringing an individual action against Asurion in small claims court or from informing any federal, state or local agencies of Your dispute. Such agencies may be able to seek relief on Your behalf.

- ii. To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and the relief sought. If Asurion does not resolve the dispute within 60 days of receipt of the Notice, You may start an arbitration with the American Arbitration Association (“AAA”). You may contact the AAA and obtain a free copy of the rules and forms necessary to start an arbitration proceeding at [www.adr.org](http://www.adr.org) or 1-800-778-7879. Asurion will reimburse You for a filing fee paid to the AAA, and if You are unable to pay a filing fee, Asurion will pay it if You send a written request by certified mail to the Legal Department.
- iii. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (“Rules”) in effect at the time the arbitration is started and as modified by this ARB AGREE. The arbitrator is bound by the terms of this ARB and shall decide all issues, with the exception that issues relating to the enforceability of this ARB may be decided by a court. If Your dispute is for \$10,000 or less, You may conduct the arbitration by submitting documents to the arbitrator or by telephone. If Your dispute is for more than \$10,000, Your right to hearings will be determined by the Rules. Unless otherwise agreed, any hearings will take place in the county/parish of Your mailing address. Asurion will pay all filing, administration and arbitrator fees for any arbitration, unless Your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the Rules govern payment of such fees.
- iv. The arbitrator shall issue a decision including the facts and law upon which his/her decision is based. If the arbitrator finds in Your favor and issues a damages award that is greater than the value of the last settlement offer made by Asurion or if Asurion made no settlement offer, and the arbitrator awards You any damages, Asurion will: (1) pay You the amount of the award or \$2,500, whichever is greater; and (2) pay Your attorney, if any, the attorney’s fees and expenses reasonably incurred in the arbitration. While the right to the attorney’s fees and expenses discussed above is in addition to any right You may have under applicable law, neither You nor Your attorney may recover duplicate awards of attorney’s fees and expenses. Asurion hereby waives any right it may have under applicable law to recover attorney’s fees and expenses from You if it prevails in the arbitration.
- v. If You seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide You relief. **YOU AND ASURION AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE PROCEEDING.** Unless You and Asurion agree otherwise, the arbitrator may not consolidate Your dispute with the dispute of any other person and may not preside over any form of representative or class proceeding. If this specific provision of this ARB is found to be unenforceable, then the entirety of

this ARB is null and void.

- h. **CLASS ACTION WAIVER.** In furtherance of the ARB, any Claim arising out of or post cancelation or termination of this Agreement must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, class arbitration, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action. Nor shall the arbitrator have authority to make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only in a court of competent jurisdiction and not by an arbitrator. The parties agree that this Class Action Waiver shall expressly survive cancelation or termination of the Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. If this specific provision of this ARB is found to be unenforceable, then the entirety of this ARB is null and void.
- i. **CLAIM LIMITATION.** Unless otherwise allowed by applicable law, any claim related to the Tech Services shall be brought within one year of the events giving rise to the claim. Failure to assert any such claim during that one-year period results in the claim being forever waived and barred.
- j. **THIRD-PARTY CONTENT.** The Tech Services may expose You to content, websites, products and services created or provided by parties other than Asurion ("third-party content"). Asurion does not review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You acknowledge and agree that Asurion is not responsible for third-party content, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Asurion does not assume and will not have any liability or responsibility to You or any other person or entity for any third-party content. Third-party content and links thereto are provided solely as a convenience to You, and You access and use them entirely at Your own risk and subject to such third parties' terms and conditions. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Privacy Notice do not apply to that third-party content.
- k. **INTELLECTUAL PROPERTY RIGHTS.** You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with the Tech Services are the exclusive property of Asurion, and all such rights not expressly granted to You in this Agreement are hereby reserved and retained by Asurion. If You submit comments or ideas about the Tech Services, including ways to improve the Tech Services or other products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Asurion under any fiduciary or other obligation, and Asurion is free to use the Idea without compensation to You and/or to disclose the Idea to anyone on a non-confidential basis. You further acknowledge that Asurion does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Asurion, or developed by its employees or obtained from sources other than You.

- l. **INDEMNIFICATION.** You agree to indemnify, defend, and hold harmless Asurion from any claim, proceeding, loss, damage, liability or expense of any kind arising out of or in connection with the following: (a) Your use or misuse of the Tech Services; (b) Your alleged or actual breach of this Agreement; (c) Your alleged or actual violation of any applicable rule, law or regulation; (d) Your negligence or willful misconduct; or (e) Your alleged or actual violation of the intellectual property or other rights of third parties. Asurion reserves the right, at Your expense, to assume the exclusive defense and control of any matter which You are required to indemnify, and You agree to cooperate in that defense.
- m. **ASSIGNMENT.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Asurion, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.
- n. **SEVERABILITY & WAIVER.** If any term of this Agreement is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from this Agreement. Any failure to enforce a right or term of this Agreement shall not be deemed a waiver of that right or term.
- o. **TERMINATION OR CHANGE OF THE TECH SERVICES.** We reserve the right to modify this Agreement, and Your continued use represents Your agreement to those modifications. We reserve the right to suspend or terminate Your use of the Tech Services at any time and for any reason, including for abuse, excessive usage or failure to pay any fees or charges. We also reserve the right to change the scope or extent of the Tech Services at any time and for any reason. Any refund of fees or charges We may agree to pay in such circumstances will be limited to the fees You paid in the prior month for the Tech Services as applicable.
- p. **ENTIRE AGREEMENT & GOVERNING LAW.** This Agreement and the documents incorporated by reference constitute our entire agreement with respect to the Tech Services and supersede any prior or contemporaneous agreements. This Agreement and Your relationship with Asurion shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- q. **GEOGRAPHIC RESTRICTIONS.** Asurion makes no representation that the Services are appropriate or available for use outside of the United States. We cannot guarantee that the Services are compliant with any laws outside of the United States.
- r. **SCOPE OF THE SERVICES.** The Services are developed and provided by Asurion. The Tech Services only include technical support for Your Devices and the applicable operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Devices with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto.
- s. **REPRESENTATIONS & AUTHORIZATIONS.** When seeking the Tech Services, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Tech Services if We determine that You are not

the owner and/or the authorized user of the Device or software. When seeking the Tech Services, You represent to Us that any information or data disclosed to Asurion is not confidential or proprietary to You or any third party. When seeking the Tech Services, You (a) expressly consent to technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device, software or device, to the extent necessary to provide the Tech Services and acknowledge and agree that such changes may be permanent and irreversible.

- t. **MISUSE.** You shall not misuse the Tech Services, including, without limitation, using the Tech Services in any manner that: (a) interferes with or interrupts the Tech Services or any hardware, software, system or network connected with the Tech Services; (b) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (c) uses the Asurion Services on a device without permission; (d) tampers with or makes an unauthorized connection to any network, including, without limitation, the network of any wireless carrier; (e) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Tech Services or any other computer software or hardware; (f) removes, disables, circumvents, or otherwise creates or implement any workaround to any copy protection, rights management, or security features in or protecting the Tech Services; or (g) uses any robot, spider, or other automatic device, process, or means to use the Tech Services.
- u. **SUPPORT SERVICES EXCLUSIONS.** The Tech Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Device; (b) installation of third-party software or OEM drivers not supported by Your Device; (c) assistance with network coverage issues; (d) over-the-air updates to operating systems, firmware, or some software; (e) diagnostic support not related to Your Device; (f) modification of Original Equipment Manufacturer ("OEM") software; (g) hardware and equipment setup and repair; (h) installation of non-sanctioned applications; or (i) assistance with enterprise level software industry specific hardware or equipment.
- v. **COMMUNICATIONS.** You agree to receive electronic communications from Us related to Your use of the Tech Services ("Core Communications"), and You cannot opt out of receiving those Core Communications. You also agree to receive electronic communications from Us related to Your Device and the features available thereon, as well as Your use of that device ("Non-Core Communications"), and You can opt out of receiving those Non-Core Communications by following the "unsubscribe" instructions included in them. You agree that You are solely responsible for any charges or fees associated with Core and Non-Core Communications.
- w. **COMMERCIALLY REASONABLE EFFORTS & TECHNICAL PROBLEMS.** We will use commercially reasonable efforts to provide You with the Tech Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take any further steps to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees

or charges associated with the Tech Services.

- x. **REMOTE ACCESS.** To receive the Tech Services, You may be required to download and/or run certain software applications (“Software”) on Your Device and/or any device connected to or used in connection with Your Device. The Software may include tools that allow Us to remotely access Your Device through Our Software platforms or the platforms of our third-party providers, and We may access any device connected to Your Device, as well as the contents thereon. You may be required to close out or “hide” some content prior to permitting remote access to Us. You agree to comply with the terms and conditions applicable to the Software, and in the event of a conflict between those terms and conditions and this Agreement, the Software- specific terms and conditions will control with regard to the Software. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Tech Services.
- y. **BACK-UP.** It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible for any loss, alteration, or corruption of any hardware, software, data, or files. We may decline to provide the Tech Services to You if We determine that appropriate back-up measures have not been taken by You regardless of the cause of any such loss or damage. You are responsible for any and all restoration and reconstruction of lost or altered files, data or programs.
- z. **AUTO RENEWAL TERMS.** Your enrollment will renew month-to-month until cancelled. You can cancel any time.
- aa. **CANCELLATION.** You or We may cancel Your enrollment in the Tech Services at any time, however, You will continue to have access to the Service through the end of Your billing period. We do not provide prorated refunds or credits for any partial billing period. You may cancel Your enrollment to the Tech Services at any time by calling 1-833-692-7773.

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## **Service Terms for Brightspeed's 4G Voice Service**

These Service Terms apply to Brightspeed's 4G Voice Service described below and are in addition to those set forth in the Subscriber Agreement. The terms and conditions of the Subscriber Agreement are attached hereto and incorporated herein by reference. In the event of a conflict between the terms stated in these Service Terms and those in the Subscriber Agreement, the terms of the Subscriber Agreement will control.

### **BELOW ARE IMPORTANT PROVISIONS IN THIS SERVICE SCHEDULE THAT AFFECT YOUR RIGHTS:**

- **911 Notice:** You should expect to provide your location address to the emergency response center responsible for sending first responders (e.g., police, medical assistance, or fire) to your location. The LTE Device will not work in the event of a power outage. However, the LTE Device is compatible with a battery backup unit, which you can purchase from a supplier at your expense. If you connect a landline phone to the LTE Device that itself requires external electric power to operate (e.g., a cordless phone), you will not be able to place and receive calls over that phone during a power outage.
- **Do not move the LTE Device:**
  - If you move the LTE Device without notifying us and receiving our written approval, we cannot assure you that you will be located if you place a 911 call.
- **We do not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.**

**Capitalized terms not defined in these Service Terms shall have the meaning set forth in the Subscriber Agreement to which this is attached.**

### **1. Service Description.**

- a. **4G Voice Service.** When you complete an order for Brightspeed's 4G Voice Service, we will provide our 4G Voice Service in collaboration with our network suppliers for a single telephone line. The 4G Voice Service is not available to customers with multiple telephone lines. Our 4G Voice Service may be used to place unlimited domestic local and long-distance calling, including to U.S. territories, US Virgin Islands and Puerto Rico. You also will be able to place limited international calls from your service address in the United States as described in Section 1.d of these Service Terms. You also will be able to receive all calls placed to the telephone number registered with the 4G Voice Service.
- b. **Caller ID.** Your caller identification ("Caller ID") information (such as your name and/or phone number) may or may not be displayed on the devices or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of Caller ID information. Contact customer service for information on blocking the display of your name and number. An incoming call identification feature may apply that will notify you of incoming calls and that may apply generic labels such as telemarketing, suspected spam, and/or suspected fraud to some of those calls.

c. **Service Limitations.**

- i. The availability of the 4G Voice Service is subject to the limitations described in this Section 1.c (collectively “Service Limitations”), which are dependent upon the capacity of the technologies utilized in Brightspeed or its suppliers’ networks. Many factors can affect the availability and quality of our 4G Voice Service, including, but not limited to, Service Limitations and service limitations, such as network capacity, terrain, buildings, foliage, and weather. Unless otherwise specified, the 4G Voice Service is delivered via cell sites in the wireless network(s) of Brightspeed’s suppliers. Each cell site can support only a limited number of 4G Voice Service subscribers. The Service Limitations may mean that our 4G Voice Service may be identified as available to your location at the time of ordering but may prove to be unavailable at the time of installation. Where Service Limitations exist, if the 4G Voice Service is suspended or terminated at your location for any reason, Brightspeed cannot guarantee that you will be able to renew or restore the same or a similar voice service at your service address.
  - ii. Unless otherwise specified, our 4G Voice Service is not generally compatible with analog services, including, but not limited to, wireless messaging services, alarm and security systems, fax machines, medical alert and monitoring services, credit card machines, IP/PBX phone systems, or dial-up internet. The 4G Voice Service is not compatible with DVR/Satellite systems. Public IP addresses are generally not used or available through the 4G Voice Service. Services like Web hosting, or hosted services, such as cameras, gaming systems, peer-to-peer file sharing, etc., that require a public IP address are not supported.
  - iii. The 4G Voice Service does not support calls to “900” numbers.
  - iv. Existing jacks throughout your service address will not work unless Brightspeed has approved rewiring for a specific device and the affected telephone jacks have been rewired specifically for that use.
  - v. If you currently subscribe to our Inside Wire Maintenance, you acknowledge and agree that we will terminate that Service upon your subscription to our 4G Voice Service.
- d. **Voice Calls to International Numbers.** Our 4G Voice Service allows up to 500 minutes of international long-distance calls made from the U.S. to the following five (5) countries: Canada, Mexico, Germany, Ireland, and the United Kingdom. You will be unable to place calls to other countries.

**2. Equipment.**

- a. **4G Voice Equipment.** Brightspeed will provide the following equipment when you order our 4G Voice Service:
  - Brightspeed’s 4G LTE Device (“LTE Device”): In most circumstances, Brightspeed will ship the LTE Device to you for self-installation at a suitable location inside your premises. The LTE Device is required for the 4G Voice Service to function. The LTE Device allows you to place and receive phone calls wirelessly through cellular networks operated by Brightspeed’s suppliers.

- b. **Placement of the LTE Device.** The LTE Device must be installed and kept indoors at a location suitable to receive a strong cellular signal. Please review the 4G Voice Self-Installation Guide we provided to you with the LTE Device. In certain circumstances, Brightspeed will install the LTE Device at your service address. You may not move the LTE Device to a different location or reposition the LTE Device at your address or any other address.
- c. **Loss of Electrical Power & Battery Backups.** When we ship the LTE Device to you, Brightspeed will include a power cord that plugs into a common electrical outlet. However, we will not provide a battery backup. The LTE Device will operate as long as you have electrical power at your service address. **IN THE EVENT OF A LOSS OF ELECTRICAL POWER, THE LTE DEVICE WILL NO LONGER OPERATED AND PHONE CALLS CANNOT BE MADE OR RECEIVED, INCLUDING 911 CALLS. THEREFORE, WE STRONGLY RECOMMEND THAT YOU PURCHASE A BATTERY BACKUP IN CASE OF A POWER OUTAGE.** The LTE Device has a USB-C port that can be used to attach an external battery backup. In certain circumstances, Brightspeed may install the LTE Device.

### 3. Limited Warranty for the LTE Device.

- a. Brightspeed provides a Limited Warranty (as described below) to you for the the LTE Device. It does not apply to any other equipment or software whether provided by Brightspeed or any third party.

#### LIMITED WARRANTY FOR THE LTE DEVICE

- i. **The LTE Device is warranted by Brightspeed** to be free of manufacturing defects for as long as you subscribe to the 4G Voice Service ("LTE Device Warranty Term").
- ii. **This Limited Warranty covers only the basic operations of the LTE Device**, and we do not warrant the compatibility of the LTE Device with any equipment or software not provided by Brightspeed. If the LTE Device malfunctions due to a manufacturing defect during the LTE Device Warranty Term, we will replace or repair it as described in this paragraph, without charge, so long as (A) you notify us by calling 1 833-692-7773, report that the LTE Device's basic operations are not functioning properly, and cooperate with the Brightspeed representative to evaluate the circumstances; and (B) if required by Brightspeed, you promptly return the LTE Device according our instructions. Unless we agree otherwise, we will replace or repair the LTE Device, at our option, and return the replacement or repaired LTE Device to you. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty. Repair or replacement by an unauthorized third party will void this Limited Warranty.
- iii. **Repaired/Replacement Leased Equipment.** At our sole discretion, we may repair or replace the LTE Device with new or reconditioned parts or a new or reconditioned LTE Device. All replaced equipment or parts remain the property of Brightspeed and will not be returned to you.
- iv. **No Other Express Warranties and Limitation of Implied Warranties.** This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. This Limited Warranty is the only express warranty



provided by Brightspeed in connection with the LTE Device.

- v. **This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.** If you have questions, please contact us by calling 1 833-692-7773.

**b. Responsibility for and Return of the LTE Device.** Brightspeed shall remain the owner of the LTE Device at all times. Upon termination of your 4G Voice Service for any reason, you must return the LTE Device to us, undamaged, within 21 calendar days after termination of the 4G Voice Service. If the LTE Device is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the LTE Device.

#### **4. Service Location & Changes to Location.**

- a. **Service Requirements.** To qualify for our 4G Voice Service, you must reside in an area where we provide the 4G Voice Service and receive a signal of sufficient strength to the cellular network of one of our network suppliers. You also must subscribe to our 4G Voice Service plan.
- b. **Changing Service Location.**
  - i. **YOU AGREE THAT, WHILE YOU CONTINUE TO RECEIVE THE 4G VOICE SERVICE, NEITHER YOU NOR A THIRD PARTY WILL MOVE THE LTE DEVICE WITHIN YOUR PREMISES OR TO ANY OTHER PHYSICAL LOCATION OUTSIDE OF THE PREMISES WHERE IT WAS INSTALLED.** The 4G Voice Service is not designed to be nomadic and may not function properly if the LTE Device is moved or altered by a non-Brightspeed employee. If you require the LTE Device to be moved while you continue to receive the 4G Voice Service, you must contact Brightspeed. Failure to do so may result in a failure of the 4G Voice Service and/or in our election to terminate your 4G Voice Service.
  - ii. If you are moving to a new residence, you must return the LTE Device to Brightspeed even if you would like to continue using our 4G Voice Service at your new residence. If you change your service location but fail to give us prior notice by calling 1 833-692-7773, your 4G Voice Service will not be cancelled, and your Service charges will continue to apply.
    - **HOWEVER, AS STATED IN SECTION 7, IN THE EVENT OF AN EMERGENCY AND CALL TO 911, EMERGENCY SERVICES MAY RESPOND TO THE SERVICE ADDRESS AND NOT TO YOUR ACTUAL LOCATION.**
  - iii. You may contact Brightspeed to determine whether 4G Voice Service or any other Brightspeed Service is available at your new residence. If a Service is available, we will ship the Brightspeed-provided Equipment necessary for the Service and schedule installation as appropriate depending on the Service ordered.

#### **5. Telephone Number Porting.**

- a. You may be able to transfer, or "port," your existing wireline phone number for use with the 4G Voice Service. Brightspeed will assign you a temporary number to use until the porting process is complete. The temporary number will be sent to the customer in the service confirmation email.
- b. If you port your existing phone number, we'll treat it as though you asked us to cancel your wireline-based Service for that number. After the porting is completed, you won't be able to use our wireline Service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you are a Prepaid customer, you will not be entitled to a refund of any balance on your account. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it. After a line of service is disconnected, for any reason, the disconnected Mobile Telephone Number (MTN) may not be suspended or otherwise reserved and may not be able to be recovered.

## 6. Charges, Billing & Payment.

- a. **Monthly Charges.** You agree to the monthly charges, taxes and fees set forth in the order form and confirmed by you at the time you order the 4G Voice Service. Brightspeed will not impose a separate charge for the LTE Device.
- b. **Post-paid Service.** You agree to pay for the 4G Voice Service on a post-paid basis, which is also confirmed in our confirmation of order notice to you.

## 7. Prohibited Uses.

- a. To ensure your activities do not impair the ability of our other customers to have access the 4G Voice Service, you may not engage in certain activities and uses ("Prohibited Uses") of the 4G Voice Service. We may take any and all reasonable actions necessary to prevent and stop Prohibited Uses or any other violation of our Acceptable Use Policy. Prohibited Uses include use of the 4G Voice Service that, in our sole determination:
  - causes harm to our other customers, including hindering other customers' or our access to our suppliers' wireless network;
  - involves tethering or attempting to tether the LTE Device to a computing device;
  - constitutes the reselling of the 4G Voice Service;
  - involves a mechanism that is used to originate, amplify, enhance, retransmit or generate a radio frequency signal without our written permission;
  - negatively affects or compromises network security or capacity;
  - excessively and disproportionately contributes to network congestion;
  - adversely impacts network service levels or legitimate data flows;
  - degrades the performance of our network or the network of our suppliers; or
  - is excessive or unreasonable.

- b. Examples of Prohibited Network Uses of Brightspeed's 4G Voice Service:
- i. Our 4G Voice Service is provided primarily for live dialogue between individuals. You are permitted to use the LTE Device for calls that consume data up to 100MB per month, which is between 100 - 200 minutes per month. If you exceed this limit, Brightspeed may terminate your 4G Voice Service.
  - ii. Our 4G Voice Service may not be used for any other commercial purposes, including, but not limited to: (1) maintaining an open line to provide dispatch or monitoring services; (2) accessing or remote call forwarding to multi-party chat line services; (3) telemarketing; or (4) transmitting broadcasts or pre-recorded materials.

## 8. 911 Calls.

- a. **911 Call Routing:** 911 calls using the 4G Voice Service will route to the appropriate emergency response center using the service address that you provided to us at the time you ordered the 4G Voice Service. 911 service may be delayed or unavailable if automatic location information is unavailable or if using the 4G LTE Device from a location other than the service address for which it was ordered.
- b. Our 4G Voice Service utilizes Voice over Internet Protocol ("VoIP") technology or similar technology. Before using our 4G Voice Service, you must provide us with the primary street address at which the 4G Voice Service will be used. That service address will constitute your "E911 Registered Address". If you call 911 using the 4G Voice Service, we may transmit your E911 Registered Address to the 911 Communications Center that answers the call, and it may be used to help emergency responders locate you. **You acknowledge and agree that you are not permitted to use the LTE Device from a different location than your E911 Registered Address.**
- c. VoIP telephony is fundamentally different from traditional telephone service and has inherent limitations. VoIP services, including 911 calling, may be unavailable or limited in some circumstances. If possible, use a mobile phone with a strong cellular connection to place any 911 calls. 911 functionality for our 4G Voice Service may be impaired or unavailable:
  - If you use the 4G Voice Service in a location other than at your E911 Registered Address;
  - If there is a problem with the cellular network utilized, including:
    - network congestion;
    - a failure of the network, equipment or power,
    - any other technical problem, or
    - during system updates or upgrades;
  - If you use a non-native telephone number; and
  - If you have lost electrical power.
- d. To learn more about the 911 limitations associated with Brightspeed's Services, please visit <https://www.brightspeed.com/aboutus/legal/consumer/legal-notices/911-and-service-limitations/>.
- e. **Text-to-911.** The 4G Voice Service does not support text messaging. Text-to-911

service is not available.

f. **TTY Calls to 911**. Calls to 911 from a TTY will work using the 4G Voice Service.

g. **You acknowledge that you received and understand the foregoing information about 911 calls using our 4G Voice Service.**

## **9. Disclaimer of Warranties and Limitations of Liability for 4G Voice Service**

- a. Unless prohibited by law, the following limitations of liability apply in addition to the disclaimers the Subscriber Agreement. Except for the limited warranty set forth in Section 2.d of these Service Terms, Brightspeed makes no warranty, express or implied, of merchantability or fitness for a particular purpose, suitability, accuracy, security, or performance regarding the LTE Device, the 4G Voice Service or associated Software or applications. Because of inherent limitations in wireless communications, to the maximum extent permitted by law, in no event will Brightspeed be liable, for any:
- damage or injury caused by interruptions, failures to transmit, or delays in the 4G Voice Service provided by or through us;
  - act or omission of a third party we do not control;
  - claims against you by third parties;
  - unauthorized access to your LTE Device, or the 4G Voice Service;
  - damage or injury caused by a suspension or termination of the 4G Voice Service by Brightspeed;
  - damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service; or
  - damage or injury caused by third party information, applications or content.
- b. Brightspeed does not offer the 4G Voice Service for purchase or use in all sales channels, in all areas or with all equipment. Brightspeed is not responsible for loss or disclosure of any information you transmit or provide to or through our networks or systems and the networks or systems of our suppliers. Brightspeed is not responsible for nonproprietary services or their effects on the LTE Device.
- c. We may refuse to transmit certain information or phone calls through the 4G Voice Service.

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