



## RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT

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

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

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

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

### 1. Definitions

- (a) "Agreement" means this Residential Services Subscriber Agreement, as it may be amended from time to time by Wave, the accompanying Work Order, and the corresponding Terms of Use for your Services and the related Price List(s).
- (b) "Cable Service" means video and/or audio programming Services such as basic, standard, digital and premium Services, Services provided on a per-channel or per-program basis, pay-per-play, pay-per-view or video on demand
- (c) "Customer Equipment" means any equipment provided by you including, but not limited to, a phone handset or equivalent, phone inside wire and outlets, a powered electrical outlet, cable modems, voice-enabled cable modems, remote control units, telephone handsets and base stations and any other equipment provided by you for use in connection with the Services under the Agreement.
- (d) "Data Service" means data transport and Internet access services, including but not limited wireless fidelity ("wifi") in-home access services.
- (e) "Price List(s)" means the prices, as maintained pursuant to a pricing schedule that may be updated from time to time, for which Wave offers Service in your area.
- (f) "Service(s)" means that service or those services provided to you by Wave, which may include Cable Service, Data Service, Telephone Service and equipment based services such as digital video recorder services.
- (g) "Software" means the computer software, if any, licensed by Wave to you to facilitate installation, access or use of the Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any Wave Equipment.
- (h) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by or posted on line by Wave or any third party regarding use of the Services.

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

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

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

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

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

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

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

## **2. Payment; Charges**

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

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

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

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

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

(f) Wave may verify your credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria. Wave may require a security deposit, or a bank or credit card or account debit authorization from you as a condition of providing or continuing to provide Services. If Wave requires a security deposit, the obligations of Wave regarding such security deposit will be governed by the terms of the deposit receipt provided by

Wave to you at the time the deposit is collected. You agree that Wave may deduct amounts from your security deposit, bill any bank or credit card submitted by you, or utilize any other means of payment available to Wave, for any past due amounts payable by you to Wave, including in respect of damaged or unreturned Equipment.

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

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

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

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

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

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

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

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

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

(d) Wave shall have the right to upgrade, modify and enhance Wave Equipment and Software from time to time through "downloads" from Wave's network or otherwise. Without limiting the foregoing, Wave may, at any time, employ such means to limit or increase the throughput available through individual cable modems whether or not provided by Wave.

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

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

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

#### **4. Use of Services; Wave Equipment and Software**

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

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

(i) If you receive Cable Service, you agree not to use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. You agree that, among other things, your use of the Services to transmit or distribute the Cable Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that you own or have the right to use), will constitute an enterprise purpose. If you use the Cable Service for any enterprise purpose, in addition to any other rights available to Wave pursuant to the Agreement, Wave may charge you its standard commercial rate for the Cable Service for all periods of such use (including, if

applicable, back-billing you for any periods of past commercial use). You acknowledge that programs and other materials that you receive as part of the Cable Service remain part of the Cable Service even if you record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR or similar device.

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

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

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

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

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

## 5. Special Provisions Regarding Telephone Service

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

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

(c) You acknowledge that the Wave Equipment used to provide Telephone Service is electrically powered and that the Telephone Service, including the ability to access 911 Services and home security and medical monitoring Services, may

not operate in the event of an electrical power outage or if your broadband cable connection is disrupted or not operating. You acknowledge that, in the event of a power outage in your home, any battery you have purchased, either from Wave or otherwise, may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that the addition of a battery does not ensure that Telephone Service will be available in all circumstances, and that performance of any battery is not guaranteed. You also acknowledge that, in the event of a loss of power that disrupts your local Wave cable system, the battery will not provide back-up service and Telephone Service will not be available. You acknowledge and understand that your Wave Equipment provided for use with your Telephone Service may not have battery backup or another power source of its own. You may purchase back-up batteries from Wave. Please see our website at [www.wavehome.com](http://www.wavehome.com) for details.

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

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

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

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

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

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

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

## **6. Special Provisions Regarding Data Service**

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

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

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

(d) You agree that Wave has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the Data Service, if it determines in its sole discretion that the material is unacceptable or violates the terms of the Agreement, any Wave consumption limits or the Terms of Use. Such material might include personal home pages and links to other sites. In addition, you agree that, under such circumstances, Wave may suspend your account, take other action to prevent you from utilizing certain account privileges (e.g., home pages) or cancel your account without prior notification. You also agree that Wave may suspend or cancel your account for using all or part of the Data Service to post content to the Internet or to engage in “peer to peer” file exchanges or other forms of file exchanges that violate the Agreement or the Terms of Use.

## **7. Support; Service and Repairs**

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

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

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

## **8. Service Interruptions; Force Majeure**



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

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

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

## **9. Review and Enforcement**

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

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

## **10. Term; Termination of Service**

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

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

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

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

(e) If we suspend Service or terminate the Agreement, we will give such notice as provided by applicable law, if any. If we suspend Service or terminate the Agreement for a reason other than your violation of the Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Wave for the Services, affiliate services, equipment, or other applicable fees and charges). You understand and acknowledge that all Wave Telephone Service, including 911/E911, will be disabled in the event of termination of your account.

## **11. Disclaimer of Warranty; Limitation of Liability**



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

WITHOUT LIMITING THE FOREGOING:

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

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

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

(c) EXCEPT FOR THE CREDIT AS EXPRESSLY PROVIDED IN SECTION 8(A), IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY WAVE PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, OR FOR ANY ACTION TAKEN BY WAVE TO PROTECT THE SERVICES OR THE BREACH BY WAVE OF ANY WARRANTY.

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

(e) THE LIMITATIONS IN THIS SECTION SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING AND/OR PUBLICATION OPTION. IF (I) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (II) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (III) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, AND/OR (IV) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF WAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES FOR THE

TELEPHONE SERVICE, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO WAVE TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD WAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS/THEIR AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE AGREEMENT HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

## **12. Privacy**

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

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

(c) If you are a Telephone Service customer, you consent to Wave's disclosure of your name, address and/or telephone number to the general public in connection with Caller ID functions, telephone directories, and 411 and 911 Services. You also consent to Wave's disclosure of personally identifiable information to the telephone companies serving those end users to whom you make calls so that the calls can be completed. If you wish to have Wave remove this information from one or more of these Services, you understand that you may notify Wave to do so, subject to any applicable fees.

## **13. Consent to Phone and Email Contact**

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

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

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

## **14. Arbitration**

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

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

(c) YOU AGREE THAT YOU SHALL NOT BRING ANY DISPUTE TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, CONSOLIDATED OR AGGREGATED BASIS OR BASED ON CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER SUBSCRIBERS OR OTHER

PERSONS. NO CLAIM OR DISPUTE SUBJECT TO ARBITRATION UNDER THE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW.

(d) YOU MUST GIVE US NOTICE OF A DISPUTE WITHIN ONE (1) YEAR OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES ABOUT WHICH YOU MUST CONTACT US WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT). IF YOU DO NOT DO SO, YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM OR DISPUTE BASED ON SUCH EVENT OR FACTS.

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

#### **15. Indemnification**

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

#### **16. Transfer of Your Phone Number(s)**

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

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

#### **17. Interpretation; Severability**

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

#### **18. Consent to Electronic Notice**

You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by Wave by such means as Wave shall determine in its discretion. Without limiting the foregoing, you agree that Wave may provide

any notices required or contemplated hereunder or by applicable law, including notice of changes to this Agreement, the Terms of Use, the Price List(s) or the Privacy Notice, by electronic means (for example, email or online posting). An online version of the Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Price List(s), as so changed from time to time, will be accessible at [www.gowave.com](http://www.gowave.com) or another online location designated by Wave, or can be obtained by calling your local Wave office.

#### **19. Assignment**

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

#### **20. Effect of Applicable Law; Reservation of Rights**

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

#### **21. Parental Control**

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