

## ATMC Residential Services Subscriber Agreement

We provide you and your household members with our Services on the condition that you comply with our Customer Agreements. These agreements which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully. The Customer Agreements constitute the entire Agreement between you and us, and you are not entitled to rely on any other agreements or undertakings made by ATMC personnel other than as set forth in the Customer Agreements.

- Residential Services Subscriber Agreement (this document). This Agreement contains the general terms and conditions governing your use of the Services.
- Your Service Order(s). We present you with a Service Order (either in electronic or print form) when you initiate service or when we visit your home to install additional services or address service problems.
- Terms of Service. Our Terms of Service contain information about the Services you receive and ATMC's policies relating to such matters as billing and customer service.
- Tariffs. If ATMC has filed a tariff with the telephone regulatory authority in your state, or one has been approved by ATMC's Board of Directors, then the tariff will govern, in whole or in part, your receipt of our ATMC Phone Service.
- Acceptable Use Policy. The "do's" and "don'ts" for use of our Services.
- Addenda. You may have agreed to an Addendum to this Agreement when you signed up for a special service or a special promotional program.

THIS AGREEMENT CONTAINS A BINDING "ARBITRATION CLAUSE," WHICH SAYS THAT YOU AND ATMC AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION, AND ALSO CONTAINS A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST ATMC MORE THAN ONE YEAR AFTER THE RELEVANT EVENTS OCCURRED. YOU HAVE THE RIGHT TO OPT OUT OF THESE PORTIONS OF THE AGREEMENT. SEE SECTIONS 14, 15 and 16.

By signing your Service Order (either in electronic or print form) or using our Services, you accept (in other words, agree to be legally bound by) these Customer Agreements and confirm that, by doing so, you are not violating the terms of any agreement you may have with another provider of services. Our website always contains the most current versions of our Customer Agreements. See [www.atmc.com](http://www.atmc.com) or contact your local ATMC office.

Capitalized terms used in this Agreement have special meanings, which are contained in Section 21. By placing an order for our Services or using our Services, you agree on your own behalf and on behalf of your household members as follows:

### 1. Your Financial Responsibilities

**(a) Charges and Billing.** You must pay for the Services you receive or order in accordance with our billing practices, along with any installation or equipment charges and other applicable fees and taxes. We reserve the right to change our prices and fees, and to impose new fees, charges and surcharges, including cost recovery surcharges as permitted by law. Certain of our fees are described below. Additional information regarding each of them is available from your local ATMC office.

**(b) Promotions.** If you are under a promotional offering for a set period of time, you are assured that the amount of the promotional discount for the Services will not change during that period. However, you are not assured that the Services themselves (or the Customer-Owned Equipment or Customer Use Equipment requirements) will remain the same or that ATMC's fees for things other than the Services (like Customer Use Equipment charges, late payment fees or charges for receiving paper statements) will remain the same.

**(c) Late Fees.** If you fail to pay your bill by the due date on your statement, we incur costs that we may pass on to you in the form of late fees and collection fees (including field collection fees that apply if we send someone to your home in an attempt to collect amounts you owe us). Except where late fees are set pursuant to law, these fees are based on the aggregate costs of our collection activities and may change over time and may vary by location. You confirm that these fees are difficult to determine on an individual basis and are reasonable in light of our costs in collecting past due amounts. We are entitled to charge you interest on past due amounts.

**(d) Service Suspension Fees.** If we suspend any of the Services we provide to you (for example, because you fail to pay amounts you owe us or because you violate our Customer Agreements), we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Services during the suspension.

**(e) Bounced Checks.** If your check to us "bounces" (or if your bank or payment card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us a fee.

# ATMC Residential Services Subscriber Agreement

## 1. Your Financial Responsibilities (cont'd)

**(f) Deposits.** We may require a deposit or other guaranteed form of payment (for example, a payment card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or payment card account you have authorized us to use.

**(g) Purchase Authorizations.** You authorize us to accept (and charge you for) any orders or requests made from your location or using your account information. For example, if someone in your home makes a long distance Phone call or requests a pay channel like HBO, you are responsible for the resulting charges. Similarly, if you provide any person with your ATMC account information and password, you will be responsible for the costs of anything they order using the information, whether from within your service location or outside it.

**(h) Special Offers.** We are not required to notify you of offers we make available to others, or to change your prices to equal those contained in such offers.

**(i) Billing Errors.** You must bring any billing errors to our attention within go days of the day you receive the bill or you will waive any right to (in other words, you will not be eligible to receive) a refund or credit.

**(j) Governmental Fees, Taxes and Surcharges.** Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what governmental fees and taxes to collect from you. You waive any right to (in other words, you are not eligible to receive) a refund of any fees or taxes that we collect from you and pay to any government or agency. You can receive more information about the fees and taxes we collect by calling our customer service line or by speaking to an ATMC representative in person at one of our retail customer service locations.

**(k) "Paid In Full".** You cannot settle or reduce amounts you owe us by writing "paid in full" or any other message on your bill or check.

**(l) Replacement Bank and Credit Cards.** If you provide us with a credit or bank card for billing or deposit purposes and the issuer gives you a new card on the account, you authorize us to update our records and to continue to use the account as before.

**(m) Your Duty to Protect and Indemnify ATMC.** The Services and our Customer Agreements are intended only for your benefit and the benefit of the members of your household. If a third party (in other words, someone not subject to this agreement) makes or brings a claim against us related to the Services, Equipment or Software provided to you (for example, claiming theft or copyright infringement based on something you posted online using our Internet Service) or based on a breach by you of any Customer Agreement(s), you will protect and indemnify us against such claim. This means you will hold ATMC harmless, defend us (at our exclusive election), release us from liability and reimburse us for any losses or damages that we incur, including reasonable attorneys' fees and costs, as a result of such claim. Your responsibilities under this section cover any Dispute brought by any third party, whether arising under contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory. However, your responsibilities do not apply to Disputes based on injuries to third parties or to their property that occur while our employees or agents were on your premises and which were caused solely and directly by those employees or agents.

## 2. Your Responsibilities Regarding Equipment

**(a) Access to Equipment.** You will allow us to enter your premises to install, maintain or replace Equipment and to make sure our Services are operating and being delivered properly to you and other ATMC customers. If you stop receiving Services from us, you may terminate these rights by giving us one year's advance notice. You confirm that you are authorized to grant the rights described in this paragraph.

**(b) Repairs.** After we install or remove Equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make. We have an obligation to make such repairs only if we performed our work negligently and your property was damaged as a result.

**(c) Downloads.** We can make changes to Equipment and Software through downloads from our network or otherwise. To deliver the Services, we may from time to time download software and make other changes to Customer-Owned Equipment, which may change the features and functionality of Customer-Owned Equipment. Customer-Owned Equipment does not include Customer Use Equipment. You represent that you have the authority to grant us access to such equipment to make such changes.

**(d) Equipment Location.** You may not move our Customer Use Equipment to any service location other than the service location where you initially received the Services. This is true even if you have moved to a new service location and continue to pay us for the Services.

## ATMC Residential Services Subscriber Agreement

### 2. Your Responsibilities Regarding Equipment (cont'd)

**(e) Equipment Returns.** You must arrange to return the Customer Use Equipment to us in good condition when the Services are terminated and, if you fail to do so, we have your permission to retrieve the Customer Use Equipment from your premises at your expense. You are responsible for applicable fees until we receive the Customer Use Equipment. If we do not receive the Customer Use Equipment within a reasonable amount of time after the Services are terminated, we are entitled to assume that you have lost the Customer Use Equipment.

**(f) Lost or Damaged Equipment.** If the Customer Use Equipment is lost, stolen, damaged or tampered with, you must reimburse us (as "liquidated damages") even if you are not at fault. The liquidated damages amount for our Customer Use Equipment is available on request from your local ATMC office. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Customer Use Equipment or the losses we could suffer if a third party improperly gained access to our Services using Customer Use Equipment we provided to you.

**(g) Recovered Equipment.** The Customer Use Equipment we provide to you always belongs to us even if you reimburse us for the cost of it. If you find or recover lost equipment, you must return it to us. You may not remove or alter our logos or other identifying information (for example, serial numbers) on the Customer Use Equipment.

### 3. Your Right to Use our Services and Property is Limited

**(a) Our Services May Change.** We can change the Services, or require that you obtain new Customer-Owned Equipment, or lease new or additional Customer Use Equipment from us, to obtain the full benefit of the Services. As an example, we offer several different Video Service packages, each of which contains a variety of channels, and the channel lineup for each package may change from time to time. In purchasing a Video Services package, you are not guaranteed any particular channels and you are not entitled to any compensation if any channels are removed from your video package.

**(b) Features and Functionality May Differ.** Our Services may operate differently depending on the equipment you use to receive them. For instance, if you choose not to lease a set-top box from us, you may be unable to view all available channels for the tier of Service you receive or to perform certain two-way operations. If you use an ATMC App running on a third party's device, you may have access to a different guide and user experience than if you use a set-top box for the Video Service. Different set-top boxes may also deliver different user experiences. Our in-home and out-of-home Services may also differ. For example, our out-of-the location Wi-Fi service may not provide the same Throughput Rate that our in-home Service provides and our out-of-home Video Services may provide fewer channels than our in-home Video Services.

**(c) Software License.** We may provide you with Software as part of or to help you use our Services. We allow you to use such Software and other ATMC intellectual property, but only to the extent necessary to use or receive the related Services. The Software and other intellectual property always belong to us and our licensors, and you do not have any ownership rights in them or any right to license them to others. We may, but are not obligated to, modify the Software, including through remote downloads to Customer Use Equipment or Customer-Owned Equipment. If we notify you that a Software update is available to you, you should promptly perform the update. If you don't, the Software, Customer Use Equipment and/or Customer-Owned Equipment may not work properly with our Services. You represent that you have the authority to grant us access to the Customer-Owned Equipment to make such modifications.

**(d) Personal, Non-commercial Use Only.** The Services and Software are for your reasonable use only. You may not examine or manipulate the Software code. You may not share our in-home Services or related Software with any person outside your premises. You may not enable any person outside your premises to access our out-of-home Services or related Software (for example, by providing them with your ATMC ID and password).

**(e) Unauthorized Access.** You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. For example, if you establish a username and password with us that enable you to access our out-of-home Services, you will not provide that username and password to any person other than the members of your household. If you do, we reserve the right to revoke your access credentials or terminate the Services you receive.

**(f) Theft of Service.** If you knowingly access Services that you have not paid for, enable others to access Services that they have not paid for, or damage or alter our Equipment (or use Customer-Owned Equipment) in order to do so, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or criminal charges. Only ATMC may service Customer Use Equipment. You will not allow anyone else to open, take apart or modify Customer Use Equipment.

## ATMC Residential Services Subscriber Agreement

### 3. Your Right to Use our Services and Property is Limited (cont'd)

**(g) Deletion of Materials.** We reserve the right, both during the term of this Agreement and upon its termination, to delete voicemail messages, email messages, call details, files and other information that is stored on our servers, systems or Equipment, in our discretion and in accordance with our storage policies. We might delete this information if, for example, the applicable Service account has gone unused for an extended period of time, if this Agreement has been terminated by you or us, or if we replace Customer Use Equipment that holds such information. Such deletions also may occur inadvertently. We will not be responsible for any loss or removal of such data or information.

### 4. Special Provisions for Non-Line Powered Phone Subscribers

**(a) Electrical Power is Required.** ATMC Phone service may require use of a cable modem or an optical network terminal ("ONT"), both of which, as is the case with a cordless phone, are electrically powered. If your power is interrupted, you may not be able to make or receive calls or use 911, home security, or medical monitoring services. This is true even if your cable modem or ONT contains a battery.

**(b) Home Security and Medical Monitoring.** The ATMC Phone Service may not work properly with a third party's home security or medical monitoring system and we accept no responsibility for its performance with such systems. If you intend to use the ATMC Phone Service with a third party's home security or medical monitoring system, you are responsible for making sure it works properly and for the cost of doing so. You should contact your home security or medical monitoring provider to determine whether the ATMC Phone Service is compatible with its systems and to test the system's operation with the ATMC Phone Service.

**(c) 911 Information.** The cable modem that we provide to you for ATMC Phone Service is linked to the address on your Service Order. Ensuring that your address is correctly listed with 911 databases normally takes between 24 and 120 hours from the time that you subscribe to ATMC Phone Service. If you move the modem to another address, you violate this Agreement. Furthermore, if you call 911 from the new address using the modem, emergency personnel will not be able to locate you. Also, as noted above, your ATMC Phone Service may not be available in the event of an electrical power outage, or if your local ATMC system experiences service issues, and in those instances you will not be able to use the ATMC Phone Service to call 911.

**(d) Directory Listing Errors.** If we do not comply with your requests regarding directory listing information (for example, list the wrong number or list a number you requested be unlisted), you may be entitled to a credit under our policies or, if greater, an amount prescribed by applicable regulatory requirements. Please contact your local ATMC office for more information. Other than these credits, we have no liability with respect to directory listings.

### 5. Special Provisions for Internet Subscribers

**(a) Network Management and Monitoring.** We may use Network Management Tools to make our Services operate efficiently. We may monitor your bandwidth usage patterns and your compliance with our Customer Agreements. You may review ATMC's Network Management Policy at [www.atmc.com](http://www.atmc.com).

**(b) Throughput Rates.** We do not guarantee that you will obtain the Maximum Throughput Rate for the level of Internet Service to which you subscribe at any given time or on a continuous basis. The Throughput Rate you experience at any time will be affected by a number of factors, including the nature of the Internet and its protocols, our facilities, the bandwidth we devote to carriage of protocol and network information, the condition and configuration of our Equipment or Customer-Owned Equipment at your location, whether you use an in-home Wi-Fi network (which can significantly limit the Throughput Rate obtained by devices attached to it), our use of Network Management Tools, data volume and congestion on our network and the Internet, the time of day you are using the Internet Service, the performance of the website servers you try to access, and the priority we give to our business subscribers' data traffic and specialized services we deliver using our Equipment as described in our Network Management Disclosures.

**(c) Your Transmissions.** If you send or post materials through the Internet Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates our Customer Agreements, we may (but have no duty to) delete the materials, block access to them or cancel your account.

**(d) Cable Modems.** The Internet Service may require the use of a cable modem. To obtain our Maximum Throughput Rate, you may lease a cable modem from us for a monthly fee or purchase one from a list of modems authorized for use on our systems. For a list of ATMC-Authorized modems, see [www.atmc.com](http://www.atmc.com).

## ATMC Residential Services Subscriber Agreement

### 5. Special Provisions for Internet Subscribers (cont'd)

**(e) Addresses.** Use of the Internet Service does not give you any ownership or other rights in any Internet Protocol, email or Internet addresses that may be provided to you as part of the Service. We may modify or change these addresses at any time without notice to you. Upon termination of an Internet Service account, we reserve the right to permanently delete or remove any or all addresses associated with such account.

### 6. Objectionable Material and Parental Controls

Our Services make available some material that may offend you or be inappropriate for members of your household. ATMC provides parental controls and other tools that can filter or block access to certain video programming and Internet content. In order to use our parental controls for video programming, you generally must lease a set-top box from us or use an ATMC App that has such capabilities.

The availability and effectiveness of these tools may vary. Even if you use the parental controls we provide and they work as intended, you may be exposed to materials you find objectionable.

### 7. If You Have Service Problems, You May Be Entitled to a Credit

**(a) Service Problems.** We will attempt to correct service problems caused by our Equipment but we are not required to install, service or replace other Customer-Owned Equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact your local ATMC office.

**(b) Outages and Credits.** ATMC has no liability for service interruptions except that, if you lose all Video, Internet or Home Phone Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control (excluding service suspensions resulting from your failure to pay amounts you owe us or for violations of our Customer Agreements), we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction for which you were billed, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 90 days of your next bill following the outage or service issue. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Service(s) interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).**

**(c) Force Majeure.** We have no responsibility for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

**(d) Applicable Laws.** Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case, we will follow the law.

**(e) Non-ATMC Equipment.** Our Services may not work with Customer-Owned Equipment, or other equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services even if we provide you with a CableCARD™ as recommended by the device manufacturer. To get the full benefit of our Services, you may need to lease Customer Use Equipment from us.

### 8. We May Change our Customer Agreements

**(a) Changes May be Made Online.** We may change our Customer Agreements by amending the online version of the relevant document.

**(b) Effectiveness.** Any change to a Customer Agreement will only become binding on you 30 days after we make that change. If you continue to use the Services following such 30-day period, you will have accepted (in other words, agreed to be legally bound by) the change. If you do not agree to the change, you will need to contact your local ATMC office to cancel the Services you receive from us.

**(c) Notice as to Certain Changes.** We will provide you at least 30 days' notice of any material change to the provisions that limit the time to commence a legal action contained in Section 14 or the arbitration provisions contained in Section 15 of this Agreement and any such change will become effective only after such notice period has run.

**(d) Changes are Prospective Only.** Any change to a Customer Agreement is intended to be prospective only. In other words, the amended version of the relevant document begins to apply only as of the end of the 30-day period noted above.

## ATMC Residential Services Subscriber Agreement

### 9. If You Violate our Customer Agreements

**(a) We Can Suspend or Terminate the Service.** If we think you have violated our Customer Agreements, we have the right to suspend or terminate any or all of your Services we provide to you (including your rights to use any Software) without prior notification.

**(b) Charges While Service Suspended.** If we choose to suspend your Service, we may do so electronically and we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Service during the suspension. Service restoration fees are available from your local ATMC office.

**(c) We Can Pursue other Remedies.** If we think you have violated our Customer Agreements, we have the right to seek compensation from you through arbitration or, if you have opted out of this Agreement's arbitration provisions as permitted under Section 15, or if we are seeking a court order that requires you to take or cease taking any action, by suing you in court.

**(d) No Waiver.** ATMC does not waive (in other words, give up) any rights under our Customer Agreements just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a violation of our Customer Agreements, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

### 10. Our Services are Not Guaranteed and Our Liability is Limited

**(A) NO WARRANTIES.** OUR SERVICES (WHICH, FOR PURPOSES OF THIS SECTION 10, ALSO REFERS TO OUR EQUIPMENT AND SOFTWARE) ARE NOT GUARANTEED TO WORK, TO BE ERROR- OR VIRUS-FREE, OR TO BE COMPATIBLE WITH ANY SERVICES, EQUIPMENT OR SOFTWARE NOT PROVIDED TO YOU BY ATMC OR OUR LICENSORS OR SUPPLIERS (INCLUDING CUSTOMER-OWNED EQUIPMENT). OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR LICENSORS OR SUPPLIERS MAKE ANY WARRANTIES OF ANY KIND WITH RESPECT TO THESE SERVICES. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CANNOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

**(B) ATMC'S LIABILITY IS LIMITED, EXCEPT FOR THE DIRECTORY.** LISTING SERVICE CREDITS DESCRIBED IN SECTION 4 AND THE SERVICE INTERRUPTION CREDITS DESCRIBED IN SECTION 7 OF THIS AGREEMENT, NEITHER WE NOR OUR EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS WILL BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON YOUR RELATIONSHIP WITH US OR OUR PROVISION OF THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR REGULATION OR ANY OTHER LEGAL THEORY. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR OR REMOVAL OF CUSTOMER USE EQUIPMENT OR CUSTOMER-OWNED EQUIPMENT. IN NO EVENT WILL WE BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

**(C) SECURE YOUR COMMUNICATIONS AND DATA.** THE SERVICES AND THE COMMUNICATIONS YOU MAKE USING THEM MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. ATMC WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO THE SERVICES, THE CUSTOMER-OWNED EQUIPMENT, OR YOUR COMMUNICATIONS OR DATA.

**(D) DAMAGE OR LOSS TO YOUR PROPERTY.** THE SERVICES MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT (INCLUDING CUSTOMER-OWNED EQUIPMENT), SOFTWARE AND DATA (INCLUDING YOUR PERSONAL FILES). WE ARE NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. THIS INCLUDES DAMAGE OR LOSS RESULTING FROM SOFTWARE DOWNLOADS OR OTHER CHANGES OR MODIFICATIONS THAT ARE MADE TO CUSTOMER-OWNED EQUIPMENT AS CONTEMPLATED IN THIS AGREEMENT.

### 11. Your Privacy Rights and Obligations

**(a) Applicable Law.** Your privacy interests, including your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Privacy Notice.

**(b) ATMC's Privacy Policy.** In accordance with applicable law and our own practices, we give each new customer our Privacy Notice at installation and to provide all customers with our Privacy Notice at least annually. You may obtain the Privacy Notice at [www.atmc.com](http://www.atmc.com) or from your local ATMC office.

## ATMC Residential Services Subscriber Agreement

### 11. Your Privacy Rights and Obligations (cont'd)

**(c) Information from Interactive Services.** When you or members of your household use interactive features of our Services or Software, you may provide us or third parties with your personal information. For more information regarding our collection, use and disclosure of your personal information, see our Privacy Notice.

**(d) Exceptions.** ATMC may (but has no duty to) disclose any information that it believes appropriate to protect its rights, comply with law, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

**(e) Safeguard Your Account Information.** You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social security number or passwords that we may issue to you). If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person's use of the information and we may provide your personal information to that person as if they were you.

### 12. You are Consenting to Phone and Email Contact

**(a) Phone Calls.** We may call or text you or authorize others to call or text you on our behalf using any number you provide to us (or that we issue to you) for any purpose, including marketing of our Services. This is true even if your numbers are included on state or federal "do not call" lists. You are responsible for charges for incoming text messages on your wireless phone. However, if you ask to have your number placed on our "do not call" list, we will not call or text you (or authorize others to call or text you) at that number for marketing purposes. To have your number placed on our "do not call" list, contact your local ATMC office.

**(b) Robo-Calls.** We (or persons acting on our behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if you do not answer.

**(c) Recording of Calls.** You agree that we may monitor or record your telephone conversations with us (whether we call you, or you call us). If you do not wish your telephone conversations with us to be monitored or recorded, you should conduct any business with us in person at your local ATMC office.

**(d) Emails.** We may email you or authorize others to email you on our behalf using any address you provide to us (or that we issue to you) for any purpose, including marketing of our Services. If you ask to have your address placed on our "do not email" list, we will not email (or authorize others to email) marketing messages to you at that address. To have your address placed on our "do not email" list, contact your local ATMC office.

### 13. You are Consenting to How We Provide You with Notices and Communications

**(a) Video Lineup Changes.** You authorize us to provide required notices to you regarding channel line-up changes and other changes to our Services by providing the relevant information on our website, on your monthly bill, as a bill insert, via email, in a newspaper or by any other communication permitted under applicable law.

**(b) Other Notices.** You authorize us to provide other notices to you using any method we determine appropriate, including by electronic means (for example, email or online posting).

**(c) Other Consents.** We may ask you to provide consents or authorizations, including by electronic means including email or your equipment (for instance, using your remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.

**(d) Email Address for Notice.** Upon our request, you will provide us with a current email address that you regularly check so that we may provide notices and communications to you at that address. If you stop using that email address, you will provide us with a new address for such purposes.

### 14. Unless You Opt Out, You are Agreeing to Limit the Time You Have to Bring a Legal Action

**(a) YOU HAVE ONE YEAR TO BRING A CLAIM AGAINST US.** You must bring any claim arising out of the Customer Agreements within one year after the date on which the claim arose or, if the law in your area provides that you must have a longer period of time in which to bring a claim, within such period. If you do not bring your claim within this time, then you waive (in other words, give up), to the fullest extent permitted by law, all rights you may have with respect to such claim and we will have no liability to you with respect to that claim. **REGARDLESS OF WHEN YOU BRING YOUR CLAIM, ALL CLAIMS ARE SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH ABOVE.**

## ATMC Residential Services Subscriber Agreement

### 14. Unless You Opt Out, You are Agreeing to Limit the Time You Have to Bring a Legal Action (cont'd)

**(b) Opt Out.** You may opt out of the waiver set forth in this section. If you do so, the normal statute of limitations in your area will apply to any claims you may wish to assert. To opt out, you must notify ATMC using one of the methods described in Section 16, below, within 30 days of the date that you first became subject to this provision (i.e., the date you first became subject to our Customer Agreements by signing a Service Order or using our Services or, if this Section 14 (or a predecessor version that is not materially different from this Section 14) was not then a part of the Customer Agreements, then the date that this Section 14 became binding on you in accordance with the terms of Section 8(c), above).

### 15. Unless you Opt Out, You are Agreeing to Resolve Certain Disputes Through Arbitration

**(a) Arbitration or Small Claims Court.** Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in Section 15, each of us waives the right to sue in court and instead agrees to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. As an alternative, you may bring your claim in your local "small claims" court, if its rules permit it. If you bring an action in small claims court, you waive (unless local law prohibits such a waiver) discovery in that proceeding (in other words, unless local law prohibits you from doing so, you agree you will not be able to depose ATMC witnesses or seek non-public documents).

**(b) Types of Claims.** Each of us may bring claims against the other only on their own behalf, and not on behalf of any official or other person, or any class of people, and neither of us may bring claims against the other consolidated with claims, whether similar or not, brought by other people. Only claims for money damages may be submitted to arbitration; claims for injunctive orders or similar relief must be brought in a court (other than claims relating to whether arbitration is appropriate, which will be decided by an arbitrator, not a court). You may not combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement.

**(c) Arbitration Decisions.** The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or ATMC requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing. Neither of us may assert that an award decision issued by the arbitrator on behalf of another subscriber or ATMC will have a binding or preclusive effect on your claims.

**(d) Costs.** Before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees (but only to the extent they exceed your local small claims court filing fees) and (2) the portion of the arbitrator's costs for which you would normally be responsible. If ATMC wins the arbitration, you will reimburse us for these advances upon demand. ATMC will, of course, pay any fees or costs required under the law where you live.

**(e) Opt Out.** You may opt out of this agreement's arbitration provisions. If you do so, neither you nor ATMC can require the other to participate in an arbitration proceeding and each of us can sue the other in a court of law. To opt out, you must notify ATMC using one of the methods described in Section 16, below, within 30 days of the date that you first became subject to this arbitration provision (i.e., the date you first became subject to our Customer Agreements by signing a Service Order or using our Services or, if this Section 15 (or a predecessor version that is not materially different from this Section 15) was not then a part of the Customer Agreements, then the date that this Section 15 became binding on you in accordance with the terms of Section 8(c), above).

**(f) Enforcement.** If the prohibition against class action and other claims brought on behalf of or in consolidation with third parties contained in Section 15(b) is found to be unenforceable, then all of Section 15 other than subsection (g), below, will be null and void.

**(g) Jury Waiver.** Any Dispute properly brought in a court of law in connection with our Customer Agreements (including this Agreement) will be heard and decided by a judge, not a jury. Each of us waives (in other words, gives up) the right to a jury trial in any such Dispute.

### 16. Opt Out Instructions

To opt out of the time limitation on claims that is set forth in Section 14, above, or the arbitration provisions in Section 15, above, you must use the following notification method:

Send a written opt out request to:

ATMC, P.O. Box 3198, Shallotte, NC 28459, Attn: Director of Regulatory and Finance

## ATMC Residential Services Subscriber Agreement

### 16. Opt Out Instructions (cont'd)

You must include in your written request your name, address and ATMC account number and a clear statement that you wish to opt out of this Agreement's arbitration obligation and/or that you wish to opt out of this Agreement's 1-year limitation on your right to bring claims.

### 17. Term of Agreement; Termination of Service

**(a) Survival of Terms.** The terms of this Agreement relating to the rights in and to Software (Sections 3(b) and 3(c)), limitations on liability and warranty disclaimers (Section 10), the time period within which you may bring claims (Section 14), resolution of disputes (Section 15), our obligation to grant you service credits (Sections 4 and 7) and your obligation to pay us and to indemnify us for certain third-party claims (Section 1) will survive (in other words, continue to apply to you even after) the termination of this Agreement.

**(b) Term.** This Agreement remains in effect until you no longer receive any of the Services and any balance on your account has been paid in full or waived in writing by us.

**(c) Our Right to Terminate.** We may terminate your Services and your rights to use any Software or Equipment at any time for any or no reason, including if we determine that you or a member of your household has received Services from us in the past and failed to pay amounts owed to us.

**(d) Your Right to Terminate.** If you wish to terminate Services, which you may do at any time, you must notify us and either return any Customer Use Equipment to us or provide us with reasonable opportunity to schedule a visit to your location to disconnect the Services and recover Customer Use Equipment.

**(e) Writing "Canceled" on Your Bill.** You cannot terminate Services by writing "canceled" or any other message on your bill or check.

### 18. The Rights of Third Parties

**(a) No Transfers or Assignments.** Except with our consent, you may not transfer or assign to any other person (in other words, make another person legally responsible for) the Services, the Software, the Customer Use Equipment, or your obligation to comply with our Customer Agreements.

**(b) Contractors and Licensors.** We may use contractors to assist us in providing the Services and we may provide you with Software or Equipment that is owned or manufactured by a third-party. If you bring a claim against these contractors or third parties, they have the same rights that we have under our Customer Agreements.

**(c) No Other Third Party Beneficiaries.** Other than contractors and licensors mentioned in the preceding paragraph, our Customer Agreements are not intended to benefit (in other words, to create any rights or obligations for) anyone other than you and us.

### 19. What Happens if the Law in Your Area Conflicts with our Customer Agreements

**(a) Conflict with Local Law.** Our Customer Agreements may be the subject of legal requirements that apply where you live or where we provide Services to you. If such a requirement conflicts with our Customer Agreements with respect to one or more Services, the legal requirement will take priority over the part of our Customer Agreements with which it conflicts, but only with respect to that part and only with respect to the Services to which such legal requirement applies.

**(b) Partial Invalidity.** If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement should stand. The surviving portions of the relevant Customer Agreement should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in **Section 15** regarding Arbitration.

### 20. What Happens if There is a Conflict between our Customer Agreements

**(a) English Language Version Controls.** If we have provided you with a non-English translation of any our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with ATMC and will control in the event of a conflict. The translation is provided as a convenience only.

**(b) Conflicts with Service Order.** In the event of a conflict between the terms of this Agreement and your Service Order, then the terms of this Agreement control.

**(c) Conflicts with Certain Other Agreements.** In the event of a conflict between the terms of this Agreement and the terms of any Addendum or our Terms of Service, then the terms of the other document will control with respect to the applicable Service.

# ATMC Residential Services Subscriber Agreement

## 21. Definitions; Headings

(a) **"Addendum"** means one or more documents that you agree to when you sign up for or use a special ATMC service or promotional program. The Addendum supplements the terms of our other Customer Agreements for purposes of the relevant special service or promotional program.

(b) **"Agreement"** means this Residential Services Subscriber Agreement, as amended from time to time.

(c) **"ATMC"** means Atlantic Telephone Membership Corporation and our subsidiaries, affiliates and authorized contractors that provide our Services, or any operator to whom we assign this Agreement.

(d) **"ATMC App"** means Software that we make available directly or through a third party that allows you to use a third party's device to access ATMC Services.

(e) **"Customer Agreements"** refers to the agreements, notices and policies described in the introduction to this Agreement.

(f) **"Customer-Owned Equipment"** means any devices and equipment that are owned by you, whether purchased from us or someone else, and used by you to receive the Services. Customer-Owned Equipment does not include Customer Use Equipment.

(g) **"Customer Use Equipment"** means the converter boxes, modems, remote controls and other devices and pieces of equipment that we provide to you to receive the Services and that you must return to us if the Service is cancelled.

(h) **"Dispute"** means any dispute, claim, or controversy between you and ATMC regarding any aspect of your relationship with us or any conduct or failure to act on our part, including claims based on breach of contract, tort (for example, a negligence or product liability claim), violation of law or any claims based on any other theory, and including those based on events that occurred prior to the date of this Agreement.

(i) **"Equipment"** means Customer Use Equipment and other equipment utilized in connection with the Services. Equipment does not include wiring on your premises and does not include Customer-Owned Equipment.

(j) **"including"** or **"include"** means inclusion without limitation.

(k) **"Internet Service"** means our broadband Internet service (including when distributed over an in-home Wi-Fi network) and wireless data services (including our out-of-home Wi-Fi service).

(l) **"Maximum Throughput Rate"** means the highest Throughput Rate that is provided by your level or tier of Internet Service.

(m) **"Network Management Tools"** are the tools and techniques we use to manage our network, ensure a quality user experience and ensure compliance with our Acceptable Use Policy. Examples of some Network Management Tools can be found in our Acceptable Use Policy and Network Management Disclosures. See [www.atmc.com](http://www.atmc.com) or contact your local ATMC office.

(n) **"Service Order"** means any ATMC work or Service Order(s) that we have provided to you or provide in the future. We provide you with a Service Order when you initiate service or when we visit your home (for example, to install additional services or correct service problems). If you require a copy of any Service Order we have provided to you, please contact your local ATMC office.

(o) **"Services"** refers to the services and features you receive or order from us. These may include video, high speed data, wireless data, home security and monitoring, and ATMC Phone services, equipment-based services like DVR service, and free services that you may use in connection with any of our paid services. "In-home Services" refer to Services that you use in your home; "out-of-home Services" refer to Services that you can use outside your home (for example, Wi-Fi service you access in a public place through your ATMC account and video programming you can watch outside your home using a ATMC App or [www.atmc.com](http://www.atmc.com)).

(p) **"Software"** refers to any software that we or our licensors provide or make available to you in connection with our Services, including any software that has been downloaded to Customer Use Equipment or Customer-Owned Equipment as contemplated in this Agreement.

(q) **"Tariff(s)"** are the materials ATMC files with a regulatory body or that are approved by ATMC's Board of Directors that describe some of the terms on which we offer our ATMC Phone Service.

(r) **"Throughput Rate"** refers to the rate at which data can be transferred between your location and our facilities over a given period of time. The Throughput Rates that we mention in our marketing and other materials refer to our Maximum Throughput Rates.

(s) **"Video Service"** refers to the video and/or audio programming Services we provide, including on demand offerings.

(t) **Headings.** Headings used in this Agreement are for convenience only, do not form a part of this Agreement and will not affect the meaning or interpretation of this Agreement.