



EFFECTIVE DATE: October 1, 2018

MINIMUM TERM PLAN ADDITIONAL TERMS AND CONDITIONS

This document contains important Terms and Conditions regarding your rights and obligations. These Terms and Conditions are in addition to our standard residential service terms and conditions that apply to our cable and Internet services. It includes terms that impose early termination fees.

- 1. Minimum Term Service Plan; General Terms.** WOW! may offer (the "Offer") to certain qualified residential customers who have no outstanding balances owed to WOW! and are located in certain of its service areas a Minimum Term Plan for certain of its services and/or equipment. These Terms and Conditions (the "Terms") set forth the terms and conditions covering the WOW! Cable and/or Internet services and equipment (the "WOW! Services") you ordered and/or subscribed to under a Minimum Term Plan. As part of the Minimum Term Plan, you agree to be bound by: (i) these Terms; (ii) any applicable Minimum Plan Service Order terms and eligibility criteria; and (iii) the Other Service Terms (described below). The specific WOW! Services included in your account and covered by these Terms are determined by the order you placed with WOW! (the "Minimum Term Plan Service Order") and such services and/or equipment will be identified on your WOW! billing statement by referring to the package name (such as "Loyalty Annual Plan," "Choice Agreement Plan," "Choice Bundle Minimum Term," "Minimum Term Plan Discount" or "Minimum Term Plan"). Not all WOW! services are available under a Minimum Term Plan. Only the services and/or equipment designated as Minimum Term plan services and equipment on your billing statement will be covered by these Terms and you agree to review the first billing statement you receive after placing your Minimum Term Plan Service Order carefully and to bring any discrepancies to WOW!'s attention within the first thirty (30) days after we install services or activate your agreement or seven (7) days after receipt of your first billing statement denoting the Minimum Term plan services and equipment, whichever is later, by calling WOW!. If you do not timely object to the designation of your Minimum Term plan services and equipment on your first billing statement, you agree that such designation is accurate. We refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides service in your area as "WOW!," "us," "our" or "we" and you as the "Customer," "your" or "you."
- 2. Acceptance of Terms.** Except as otherwise provided in these Terms, during the Minimum Term Plan, WOW! will only increase your monthly recurring charge for the WOW! Services that you have subscribed to that are part of the Minimum Term Plan in accordance with your agreed upon pricing terms (the "Price Guaranty"). For example, if WOW! has guaranteed that your pricing will not increase during the first three (3) months of the Minimum Term Plan term, your price will not increase until after the third month of the Minimum Term Plan term. To receive the Price Guaranty benefits described in this Section, you MUST accept and agree to these Terms, the Minimum Term Plan Service Order and the Other Service Terms by doing one of the following: (1) verbally confirming to WOW! or its agent acting on WOW!'s behalf your acceptance of and agreement to the Minimum Term Plan Service Order and these Terms; (2) activating any WOW! Service(s) through a method provided by WOW!; (3) using or paying for any WOW! Service(s); or (4) otherwise accepting the Terms of the Minimum Term Plan electronically or physically in accordance with the instructions provided by WOW!. If you do not accept these Terms, you will NOT receive the Price Guaranty benefits and you will be responsible for paying WOW!'s regular month-to-month, non-promotional rates for all WOW! Services you receive, including any rate increases on those Services.
- 3. Services and Fees Not covered under Price Guaranty.** The Price Guaranty provided by these Terms for Minimum Term Plan Service Orders does not apply to the following fees and charges, which may increase or decrease during the Minimum Term Plan: (i) one-time charges, including but not limited to installation and activation fees, (ii) usage-based, pay-per-use and pay-per-view and overage charges, (iii) applicable federal, state, and local taxes, franchise fees and other fees/surcharges, (iv) other surcharges and fees, including without limitation regulatory and other cost recovery fees, such as the Broadcast TV Fee, the Sports Surcharge, subscriber line charges and carrier service fees; (v) fees and charges for other WOW! services you receive that are not included in the Minimum Term Plan Service Order, and/or (vi) any other fee or charge that is not expressly within the scope of the Minimum Term Plan Service Order (the "Other Fees and Charges").
- 4. Minimum Term Service Plan.** You will receive the benefit of the Minimum Term Plan pricing for the agreed upon minimum term (i.e., twelve (12) or twenty-four (24) months, depending upon your Plan (referred to in these Terms as the "Minimum Term Plan.") beginning on the date that the Minimum Term Plan services are installed or your agreement is activated, provided that you adhere to these Terms. You can still cancel your services at any time, subject to the early termination provisions of these Terms.
- 5. EARLY TERMINATION FEE; TERMINATION. YOU MAY CANCEL YOUR MINIMUM TERM SERVICES ANY TIME BY (I) CALLING WOW! CUSTOMER CARE AT THE NUMBER LOCATED ON YOUR BILL, OR (II) DISCONNECTING ANY OF YOUR WOW! SERVICES AT ANY TIME DURING THE MINIMUM TERM SERVICE PLAN, SUBJECT TO PAYMENT OF THE APPLICABLE EARLY TERMINATION FEE ("ETF") AND ALL OTHER ACCRUED CHARGES. YOU ACKNOWLEDGE AND AGREE THAT IF WOW! DISCONNECTS ANY OR ALL OF YOUR WOW! SERVICES DUE TO YOUR BREACH OF THE TERMS OR THE OTHER SERVICE TERMS, SUCH AS NONPAYMENT OF ANY CHARGES DUE WOW! (WHETHER COVERED BY THE MINIMUM TERM PLAN OR NOT), YOU WILL BE DEEMED TO HAVE CANCELLED THE MINIMUM TERM PLAN SERVICES AND WILL BE CHARGED THE ETF.**

The ETF that we charge varies depending upon the services and/or equipment that you purchase from us and the length of your agreed upon minimum term. For the 12-month service plan, the ETF is \$165 and will be reduced by \$15 for each complete month during the Minimum Term Plan that you maintain and timely pay for all of the Minimum Term Plan services and other services you receive from WOW!. The ETF for the 24-month plan is \$345 and will be reduced by \$15 for each complete month during the Minimum Term Service Plan that you maintain and timely pay for all of the Minimum Term Plan Services and other services you receive from WOW!. THE ETF IS SUBJECT TO CHANGE, SO PLEASE REVIEW THE TERMS OF YOUR PLAN AT THE TIME OF SUBSCRIPTION.

WOW! may offer other Minimum Term plans with different ETFs. Please review the terms of your plan and Minimum Term Plan Service Order at the time of subscription.

- 6. 30-Day Termination Period.** You may cancel and/or disconnect or downgrade any or all of the WOW! Service(s) for any reason without incurring an ETF during the first thirty (30) days of the Minimum Term Plan by contacting WOW! Customer Care at the contact phone number on your billing statement and notifying WOW! of your decision. You will be responsible for paying: (i) taxes and other fees, equipment charges not covered by the Plan, optional service charges, WOW! OnDemand, pay-per-view, long distance and other usage-based charges that you incurred prior to exercising your rights under this subsection; and (ii) if you are an existing customer not eligible for WOW!'s 30-day money back guarantee, charges for all services provided to you prior to the effective date of the Minimum Term Plan cancellation or downgrade.

- 7. Service Changes.** Except as provided below, you may upgrade or downgrade service within a WOW! Service category (e.g. from one tier of Internet to another) without incurring an ETF (referred to as a "Qualified Service Change"). However, at WOW!'s option, the WOW! pricing for the new tier/package of WOW! Service(s) may be adjusted to reflect WOW!'s non-promotional rate(s) for such Service(s) in effect as of the date that you instructed WOW! to change your WOW! Services and you agree to pay such adjusted WOW! pricing for the remainder of the Minimum Term Plan. In addition, if you downgrade your service to a level not offered in a Minimum Term Plan, Early Termination Fees may apply.
- 8. Special Circumstances/ETF Waiver.** You will not be responsible for paying an ETF if you cancel your WOW! Services within thirty (30) days of our written notice to you of a material adverse change to these Terms or Other Service Terms, applicable to your WOW! Service(s), or if you disconnect any of the WOW! Service(s) at any time during the Minimum Term Plan under one of these circumstances: (i) you make a Qualified Service Change; or (ii) you move to another location within the local WOW! service area that supports the Minimum Term Plan and you maintain all of the WOW! Services at your new residence for the remainder of the Minimum Term Plan; or (iii) you notify us in writing before disconnection of the affected WOW! Service that you are a member of the United States Armed Services and have received military orders to relocate outside of a WOW! service area for a period of not less than 90 days, provided that WOW! may require that you provide a copy of your relocation orders so that WOW! can verify that your new location is outside of WOW!'s serviceable area; or (iv) you notify us in writing before disconnection of the affected WOW! Service that you are moving to a location outside of a WOW! service area and you provide evidence as required by WOW! of your new service location so that WOW! can verify that it is outside of WOW!'s serviceable area. WOW! may in its discretion require evidence such as a signed lease or purchase agreement that identifies the new service address.
- 9. Customer-Initiated Service Changes.** If you cancel any of your WOW! Services during the Minimum Term Plan but choose to retain other WOW! services, WOW! will have the option, but not the obligation, to forego the collection of an ETF and allow you to receive your remaining WOW! Services under these Terms for the remainder of the Minimum Term Plan. If WOW! exercises this option, however, the WOW! pricing for your remaining WOW! Services may be adjusted by WOW! in its discretion to reflect WOW!'s non-promotional rates for such services in effect as of the date that you instructed WOW! to disconnect or change your services and you agree to pay such adjusted WOW! pricing for the remainder of the Minimum Term Plan.
- 10. WOW!-Initiated Service Changes.** You acknowledge and agree that WOW! may, in its sole discretion, add, delete or modify any aspect, feature, component or requirement of the WOW! Services, other than the price you are charged for the WOW! services, at any time during the Minimum Term Plan. You acknowledge and agree that such changes will not violate these Terms, constitute adverse material changes, or affect your ETF, payment or other obligations to WOW!. For example, at any time, WOW! may change the Other Fees and Charges, or it may delete any programming services from its lineup or move any programming services currently included in the WOW! Services to another tier or level of service that is not included in the WOW! Services. Under these circumstances, you would not be entitled to any credit or fee reduction.
- 11. Use of WOW! Services after Expiration of the Minimum Term Service Plan/Changes to These Terms.** Except as otherwise provided in these Terms, upon the expiration of the Minimum Term Plan or your decision to cancel or disconnect any WOW! Services during the Minimum Term Plan, (i) you will be charged WOW!'s then-current non-promotional rates for any WOW! Services that you continue to receive, (ii) your continued use of any WOW! Services will remain subject to any applicable Other Service Term(s), and (iii) you must return to WOW! any equipment that is used with WOW! Services you no longer receive, as further described in the applicable Other Service Term(s).
- 12. Notices of Changes.** WOW! will provide you with written notice of any changes that we determine are material to these Terms or to any Other Service Terms applicable to your WOW! Services, including all notices required by applicable law or tariff. We may provide you with such written notice by sending it to your last known billing address, by including the notice in or on your billing statement or a local newspaper, by sending you an email message to any email address you provided to WOW!, or by posting the new terms to our website. All such changes will become effective as of the date specified on the written notice. The updated version of these Terms and/or the Other Service Terms will supersede any prior versions of the same terms. Subject to Section 8 of these Terms, if the changes have a material adverse effect on you, you can terminate the affected WOW! Service(s) without paying an early termination fee by notifying WOW! within thirty (30) days after we send notice of the applicable change, unless we agree to not apply the change to you. You agree that your sole recourse if you do not accept any such material adverse change is to cancel your Services within thirty (30) days of our notice to you. Your continued use of the WOW! Service(s) after such thirty (30) day period will constitute your acceptance of the Terms as modified. You consent to receive communications from us electronically. We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 13. Other Service Terms.** These Terms incorporate by reference the terms and conditions of all other service agreements, tariffs and other documents applicable to the WOW! Services including without limitation: (i) the general Terms and Conditions of service, (ii) WOW!'s Privacy Policy, and (iii) if applicable, the WOW! Internet Acceptable Use Policy (all of the additional terms and conditions of service referenced in subsections (i)-(iii) of this paragraph are collectively referred to as the "Other Service Terms."). The Other Service Terms can be found at wowway.com or obtained by calling your local WOW! office. In the event of a conflict between these Terms and the Other Service Term(s), these Terms shall control. THE OTHER SERVICE TERMS CONTAIN ADDITIONAL AGREEMENTS, RESTRICTIONS AND REQUIREMENTS RELATIVE TO THE SERVICES THAT YOU OBTAIN FROM WOW!, INCLUDING LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS AND INDIVIDUAL ARBITRATION OF DISPUTES. WOW! MAY TERMINATE THE MINIMUM TERM PLAN IF YOU BREACH THE OTHER SERVICE TERMS (SUCH AS FOR NONPAYMENT OF ANY AMOUNT DUE WOW!) AND YOU WILL BE CHARGED THE ETF.
- 14. Miscellaneous.**
- A. **Non-Waiver.** WOW!'s failure at any time to insist upon strict compliance with any of the provisions of these Terms will not constitute a waiver of such terms in the future. Other than as expressly provided herein, if any provision of these Terms is determined to be invalid, illegal or unenforceable, the remaining provisions will remain enforceable and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- B. **Non-Assignability.** You cannot assign services, your account or any of your rights and duties under it to anyone else. WOW! may assign all or part of your account or your debts to WOW! under it without notice, and you agree to make all subsequent payments as instructed.
- C. **Governing Law.** These Terms will be governed by the laws of the state in which your WOW! Services are provided without regard to such state's choice of laws principles.
- D. **Severability.** If any provision of these Terms is held invalid or unenforceable, such provision shall be deemed deleted from the Terms and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of the Terms shall continue in full force and effect.
- E. **Your Authority.** By accepting these terms, you certify that you are at least 18 years of age and that you are either the primary account holder for the service address or have been authorized by the primary account holder to make changes to this account and to order Services on his or her behalf. If you are not the primary account holder, you further agree that you will be jointly and severally liable with the primary account holder for all payment and other obligations owed to WOW! under the Minimum Term Plan, these Terms and the Other Service Terms. You agree that WOW! is entitled to assume that all of the information you have provided to us is accurate.