

# WOW! WEBSITE VISITOR AGREEMENT

This WOW! Website Visitor Agreement (the “Agreement” or “Terms”) applies to the websites owned and operated by WideOpenWest Finance, LLC (together with its affiliates, referred to as “WOW!”), including wowway.com and wowforbusiness.com. The websites (the “Service”, “Web Service” or “Site”), including any blog or discussion boards, are owned and provided by WOW!.

**THIS AGREEMENT CONTAINS DISCLAIMER AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. THIS AGREEMENT ALSO CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS WITH RESPECT TO ALL OF THE WOW! WEB SERVICES. THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

If you do not agree to these terms and conditions, do not access, browse or use this Site, including any blog or discussion boards.

By using our Site or Services, you represent that you are at least 13 years old. Persons who are at least 13 years of age but under the age of 18 may only use our Site with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in this agreement; otherwise, please exit the Site. Persons may view the Service for informational purposes only, subject to your compliance with the terms and conditions set forth below. Your use of the WOW! Site constitutes your agreement to all such terms and conditions. WOW! reserves the right at any time to change the terms and conditions under which any WOW! Site or Service is offered. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the WOW! Service constitutes your agreement to all such terms and conditions.

## **Third Party Information, Services and Linked Sites**

The Service may contain links to third party websites. These linked sites are not under the control of WOW!. WOW! is not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. WOW! is not responsible for webcasting or any other form of transmission received from any linked site nor is WOW! responsible if the linked site is not working appropriately. WOW! provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by WOW! of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the linked sites.

Any dealings with third parties (including advertisers) included within the WOW! service or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. WOW! shall not be responsible or liable for any part of any such dealings or promotions.

## **Restrictions on Use of Service and Content**

The WOW! Service is provided for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Service.

As a condition of your use of the WOW! Service, you will not use the WOW! Service for any purpose that is unlawful or prohibited by these terms and conditions. You may not use the WOW! Service in any manner which

could damage, disable, overburden, or impair the WOW! Service (or the network(s) or system(s) connected to the WOW! Service) or interfere with any other party's use and enjoyment of the WOW! Service. You may not attempt to gain unauthorized access to any restricted area within the WOW! Service, other accounts, computer systems or networks connected to the WOW! Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the WOW! Service.

You understand that, except for information, products or services clearly identified as being supplied by WOW!, WOW! does not operate, control or endorse any information, products or services on the Internet in any way. Except for WOW!-identified information, products or services, all information, products and services offered through the Service or on the Internet generally are offered by third parties that are not affiliated with WOW!. You also understand that WOW! cannot and does not guarantee or warrant that files available for downloading through the Service will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

### **Copyright and Trademarks**

The entire contents of the Service are protected by copyright, trademark and other intellectual property laws. Unless otherwise identified, the owner of the copyright is WideOpenWest Finance, LLC. You may print and download portions of material that is owned by WOW! from the different areas of the Service solely for your own personal, non-commercial use. Any other copying, redistribution, retransmission or publication of any such downloaded material, is strictly prohibited without the express written consent of WOW!, or any third party information provider to the Service who may own the copyrighted material. You agree not to change or delete any proprietary notices from materials downloaded from the Service.

WOW! Internet, Cable and Phone™, WOW!™, WideOpenWest™, Knology, WOW! Ultra TV® and the WOW! and Knology design logos are trademarks and/or service marks of WideOpenWest Finance, LLC or its affiliates. Any rights not expressly granted herein are reserved. Any use of WOW!'s marks is strictly prohibited without the express permission of WOW!. Other marks that appear on this Site may be marks of third parties that are not affiliated with WOW!. WOW! and its affiliates do not control or endorse the content of third party websites. You may not use any trademark or service mark appearing on this Site without the prior written consent of the owner of the mark.

### **Ordering Products and Services**

You may order certain WOW! products and services through this Site. All orders you make through this Site are subject to the availability, terms, and other conditions that apply to the particular products and services at the time you place your order. All products and services, their contents, availability, and pricing are subject to change at any time with or without notice. Please fully read the terms and disclaimers accompanying any products or services that you order through this Site.

### **WOW! Policies Regarding Your Submissions to this Site (including Submissions to our Blog) Submissions and Postings; Acceptable Use.**

You are solely responsible for any information or content that you submit or post on this Site. By using this Site:

- You agree that you will not: (i) submit, post or transmit through or to the Site any information, data, text, files, links, software, or other materials that WOW! in its sole discretion considers to be unlawful, harmful, disruptive, threatening, abusive, harassing, tortious, defamatory, libelous, an invasion of another's privacy, vulgar, obscene, pornographic, hateful, racially, ethnically or otherwise objectionable or which threatens our relationships with our partners, customers or suppliers, or infringes on the ability of others to enjoy this Site

or on the rights of others; (ii) attempt to conceal or misrepresent the identity of the sender or person submitting the information, or falsely state or otherwise misrepresent your affiliation with a person or entity; (iii) disrupt the normal flow of the Site, including any dialogue on the Site or otherwise act in a manner that negatively affects other participants; (iv) send spam, junk mail, chain letters or other direct marketing communications or post, transmit or link to any unsolicited or unauthorized advertising (including advertising of non-WOW! services or products), promotional materials, or any other forms of solicitation or commercial content; (v) intentionally or unintentionally perform or promote any activity that would violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Site; (vi) post or transmit executable programming of any kind, including viruses, spyware, Trojan horses, Easter eggs, or any other form of computer programming, including material that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (vii) post Submissions or use the Site in such a way that damages the image or rights of WOW!, other users or third parties; (viii) create any frames at any other websites pertaining to any portions of this Site; (ix) submit, post or transmit any material that you do not have a right to make available under any law or under contractual or fiduciary relationships; (x) submit, post or transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or (xi) collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent, or to share confidential information of any party; and

- Except and only to the extent required as part of a WOW! registration process, you agree not to submit, post or transmit any “sensitive” personally identifiable information over the Site, which may include, but not be limited to, any information about yourself or another person that may relate to health or medical conditions, social security numbers or national identifiers, credit card, bank account or other financial information, other information concerning sex life, political opinions, criminal charges or convictions, religious or philosophical beliefs, racial or ethnic origin, or other sensitive matters; and
- You agree not to submit, post or transmit any content to the Site that may be construed as political lobbying, solicitations or contributions or use the Site to link to any sites or political candidates or parties or use the Site to discuss political campaigns, issues or for taking a position on any legislation or law.

We retain the right to deny access to anyone who we believe has violated these terms or any other term of this agreement.

#### **Our Use of Your Submissions and Postings.**

WOW! welcomes your feedback, comments and ideas about this Site and our products and services. Any communications you send or post to this Site (including any blog or discussion board) or otherwise to WOW! are, except as otherwise provided herein or in our Website Privacy Statement, deemed to be submitted on a VOLUNTARY, NON-CONFIDENTIAL basis. WOW! reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to the Site (including any blog or discussion board), at any time, without notice and for any reason and in its sole discretion. WOW! may remove, delete, block, filter or restrict by any other means any materials in WOW’s sole discretion. You understand and agree that WOW! may disclose your communications and activities with WOW! in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of WOW’s rights. You agree that in the event that WOW! exercises any of its rights hereunder for any reason, WOW! will have no liability to you.

By submitting or posting any content, including your remarks, ideas, graphics, photographs, audio, video or other information or materials communicated to WOW! through this Site (a “Submission”), you grant to WOW! the irrevocable, royalty- free, perpetual, unrestricted worldwide right to, in its sole discretion, reproduce, use, publish, display, modify, adapt, edit, correct, improve, translate, prepare derivative works from, disclose, distribute, transfer, perform, post or otherwise use the Submission in any way and for any purpose, in whole or part and/or to

incorporate it in other works in any form, media, or technology now known or later developed and to exercise the same rights with respect to such works. All such uses by WOW! shall be without liability or obligation of any kind to you. These uses may include, for example, use of the Submission, including any works, marks or names, ideas, inventions, concepts, techniques or know-how disclosed therein, for any purpose without any obligation to compensate the originator of such communications and without liability to that person. Except as described in our Website Privacy Policy, WOW! will not be required to treat any Submissions as confidential.

You agree that you shall have no recourse against WOW! for any alleged or actual infringement or misappropriation of any proprietary right in a Submission and that the Submissions to WOW!, including the posting of materials to any blog, forum or interactive area on the Sites, irrevocably waives any and all "moral rights" in such materials. You represent and warrant that you own or otherwise control all of the rights to the Submission that you post, that the Submission is accurate and, that use of the Submission you supply does not violate this agreement and will not cause injury to any person or entity.

You are responsible for the content of the Submission and agree to defend (at WOW's option and at your sole expense), indemnify and hold WOW! and its corporate affiliates and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from any damages, losses, costs, or expenses, including attorneys' fees, which arise out of, are based upon, are as a result of, or are in any way connected with, your Submission, including any third party claims of infringement. If you are viewing this Site on a public computer or are otherwise using a computer to which multiple people have potential access, be sure to follow all relevant instructions to ensure you are sufficiently disconnected and logged off this Site and the computer system you are using to prevent unauthorized Submissions. WOW! retains the right to review, edit, or delete from this Site any Submission which WOW! in its sole discretion considers illegal, offensive, inappropriate or that otherwise violates this agreement.

By making a Submission to the Site (including any blog or discussion board), you hereby represent and warrant that: (i) you either own or control all of the rights to the content submitted; (ii) you have obtained permission from the owner of the content to submit the information; (iii) you have received all necessary permissions from any person mentioned in the Submission to submit such information to the Site to be used in accordance with this agreement; and (iv) the Submission is accurate, does not violate the terms of this agreement and will not cause injury to any person or entity. Your Submission, including any personally identifiable information, is submitted voluntarily and is subject to the Website Privacy Policy.

WOW! does not guarantee the accuracy, integrity or quality of user Submissions. We take no responsibility and assume no liability for any Submissions uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As the provider of the Site, we are only a forum and are not liable for any statements, representations, or Submissions provided by Site users. Any opinions, advice or recommendations expressed therein are those of the users providing such Submissions and not those of WOW!. We do not endorse any Submissions or any opinion, recommendation or advice expressed therein.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN SENDING ANY CONTENT OVER THE INTERNET. BY ITS VERY NATURE, A WEBSITE AND THE INTERNET CANNOT BE ABSOLUTELY PROTECTED AGAINST INTENTIONAL OR MALICIOUS INTRUSION ATTEMPTS. WOW! DOES NOT CONTROL THE THIRD PARTY SITES AND THE INTERNET OVER WHICH YOU MAY CHOOSE TO SEND CONFIDENTIAL PERSONAL INFORMATION OR OTHER CONTENT AND, THEREFORE, WOW! DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY SUCH INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION. WHEN POSTING ANY CONTENT ON AN INTERNET SITE, YOU SHOULD THINK CAREFULLY ABOUT YOUR OWN PRIVACY IN DISCLOSING DETAILED OR PRIVATE INFORMATION ABOUT YOURSELF AND YOUR FAMILY.

## **Digital Millennium Copyright Act Policy and Procedure for Making Claims of Copyright Infringement**

WOW! is committed to complying with U.S. copyright and related laws. WOW! reserves the right to terminate, in appropriate circumstances, the service provided to any customer or user in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws and regulations. WOW! will terminate the subscriptions of repeat copyright infringers. WOW!'s copyright compliance policies do not affect any other rights WOW! may have under law or contract.

### **DMCA Notification**

If you are a copyright owner or an agent of a copyright owner and you believe that your rights under U.S. copyright law have been infringed, you may submit a Notification pursuant to the DMCA. After receiving a compliant Notification regarding infringing material residing on WOW!'s network(s), WOW! will, to the extent required by applicable law, remove or disable access to the material that is alleged to be infringing and take reasonable steps to promptly notify the subscriber that WOW! has removed or disabled access to the material.

After receiving Notifications regarding repeated infringement through unauthorized file sharing, including peer-to-peer file sharing, relating to a specific subscriber account, WOW! will take action to prevent repeated infringement. Such action may include temporary or permanent termination of the subscriber account.

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to WOW!, the alleged infringer, and the alleged copyright owner for damages incurred as a result of the misrepresentation.

You may direct DMCA Notifications to WOW!'s Designated Agent using the following information:

Randy Valentino  
Wide Open West  
1323 Bond Street  
Suite 163  
Naperville, IL 60563

E-mail: [DMCA@wowinc.com](mailto:DMCA@wowinc.com)

Phone: 888-852-9735

Fax: 630-536-3108

### **Contents of Notification**

In order to be effective under the DMCA, the Notification must (i) be in writing, and (ii) provided to the Designated Agent of WOW!.

In order for such a complaint to be effective under the DMCA, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information described in 1 through 6 above, WOW! will, in accordance with applicable law:

1. Remove or disable access to the material that is alleged to be infringing; and
2. Take reasonable steps to promptly notify the subscriber that it has removed or disabled access to the material.

### **Contents of Counter Notification**

If a notice of copyright infringement has been filed against you, you may file a Counter Notification with WOW's Designated Agent. In order to be effective, a Counter Notification must be written and include substantially the following:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, WOW! will, in accordance with applicable law:

1. Promptly provide the complaining party with a copy of the Counter Notification; and
2. Replace the removed material or cease disabling access to the material within 10 to 14 business days following receipt of the Counter Notification, unless WOW's Designated Agent first receives notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringing party from engaging in infringing activity relating to the material on WOW's system or network.

NOTE: Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees. See Title 17, United States Code, Section 512(d).

NOTE: The information on this page is provided to you for informational purposes only, and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you should consult an attorney.

### **No Warranties**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WOW! MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICE, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

WOW! MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE SERVICE OR THE INFORMATION CONTAINED WITHIN THE SERVICE (INCLUDING ANY PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE SERVICE) FOR ANY PURPOSE.

THE INFORMATION, SOFTWARE, PRODUCTS, MERCHANDISE AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WOW! SERVICE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE SERVICE AND TO THE INFORMATION THEREIN. WOW! AND/OR ITS AFFILIATES AND SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICE AT ANY TIME. ADVICE OR INFORMATION RECEIVED THROUGH THE SERVICE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

### **Limitation of Liability**

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICE. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE WEBSITE, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THIS WEBSITE OR ANY MATERIAL AVAILABLE THROUGH THIS WEBSITE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THIS WEBSITE.

WOW! SHALL NOT BE LIABLE UNDER ANY THEORY, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WOW! OR ANY OF ITS AFFILIATES, MEMBERS, EMPLOYEES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, TO ANY USER OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, ARISING IN ANY MANNER FROM OR RELATING IN ANY WAY TO THE SERVICE AND ANY PRODUCTS, MERCHANDISE, INFORMATION OR OTHER SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF WOW! AND ITS AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF WOW! (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES) AND ITS AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE WEBSITE SHALL NOT EXCEED THE AMOUNT YOU PAID TO WOW! FOR THE USE OF THE WEBSITE.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS WOW! (INCLUDING ALL OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD- PARTY INFORMATION PROVIDERS) AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES AND COSTS (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM ANY BREACH OF THIS AGREEMENT OR UNAUTHORIZED USE OF THIS WEBSITE. YOUR INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. AT OUR ELECTION, WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH WOW! IN CONNECTION WITH ITS DEFENSE.

### **Registration Information and Access to Certain Services**

To obtain access to certain services on our Site or to obtain access to certain services as a subscriber to our products and services, you may be required to register or otherwise provide certain information to us. As part of any such registration or other process, you may be required to select a user name and a password. You agree that the information you supply during that registration or other process will be accurate and complete and that you will not register under the name of, nor attempt to enter the Service under the name of, another person. WOW! reserves the right to reject or terminate any user name that, in its judgment, it deems offensive. ANY INFORMATION PROVIDED TO US BY YOU IN CONNECTION WITH REGISTERING TO ACCESS CERTAIN PARTS OF THIS WEBSITE IS VOLUNTARY ON YOUR PART. YOU CAN ACCESS OTHER PARTS OF THIS WEBSITE WITHOUT PROVIDING

ANY PERSONAL INFORMATION TO US. You will be responsible for preserving the confidentiality of your password and will notify us of any known or suspected unauthorized use of your account.

As part of its video service, WOW! may provide for online or remote access to certain programming and other content, which may be accessed by authorized WOW! customers by use of a computer, or a mobile access or similar device (the "Online Content"). You (and members of your household) are allowed access to the Online Content by use of a WOW! password (or other similar credentials). You should take special care to maintain the confidentiality of your password and other credentials, as password sharing with persons outside of your immediate household (that would allow those persons access to the Online Content) is prohibited. The availability of such Online Content varies depending upon your service location and the level of service to which you subscribe, and is subject to change.

By accessing the Online Content, you agree and understand that: (i) your access to Online Content is subject to the WOW! terms of service and privacy policy (the "Terms"), which are subject to change, as well as additional terms and conditions imposed by the Online Content provider; (ii) airtime or data charges may apply and are your responsibility, so please check with your carrier; (iii) you are responsible for keeping your password and other credentials confidential, as password sharing with persons outside your household is prohibited; (iv) as fully described in the Terms, WOW! may use its system and equipment to collect, use and store information regarding your use of the service, and may disclose anonymous usage information to Online Content providers and others; and (v) WOW! may provide information about you to Online Content providers so that they can: (a) verify that you are an authorized WOW! subscriber who has authority to access the Online Content, and (b) identify certain characteristics about you, such as your service location. For example, we may provide to content providers information such as your WOW! subscription status, globally unique identifier, zip code and other identification information. The content providers may use and store the information for purposes of authenticating your access rights and providing Online Content to you, including, for example, professional sports programming that is subject to league blackout rules based on a viewer's zip code. The content providers may also share anonymous information regarding you that WOW! provides to them for various other commercial purposes such as selling advertising and generating ratings information for the programming. In addition, to access some Online Content, you may be re-directed to a website that is not controlled by or affiliated with WOW! (a "third party site"), and is subject to its own terms and conditions and policies.

WOW! has no responsibility for the Online Content or any other aspect of the third party site, or for the use, storage or disclosure of information that you provide to a third party. WOW! is not responsible for webcasting or any other form of transmission received from any third party or linked site nor is WOW! responsible if the third party or linked site is not working appropriately. WOW!'s provision of links or other access to a third party site does not imply endorsement by WOW! of the site or its contents, or affiliation with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the third party sites.

#### **Telephone and Email Contact from WOW!**

This website may allow you to provide us with your contact information. By providing us with a contact email address (which may include that of a wireless or mobile device) an/or telephone number (which may be your home telephone, your cell phone, or another number that you provide to us), you give us express consent to email and call you for purposes that include marketing our services to you and, for our customers, providing you with transactional or informational messages about your account and services (for example, we may call or email you about a product or promotion, or if there will be a change or interruption in your services, or if we have a question about or want to provide you with information concerning your services, equipment, account, billing statement or a past due invoice), and these calls may include autodialed calls, pre-recorded and/or artificial voice messages. You further understand and agree that: (i) certain calls and emails (such as calls to a cell phone or an email to a wireless device) may result in data or airtime charges from your carrier, which are your responsibility; (ii) you will notify us immediately if your contact email or telephone number changes; and (iii) being included in any state or federal "do not call" registry will not be sufficient to remove you from WOW!'s phone marketing list. You may revoke your



authorization to receive promotional and marketing emails or calls at any time by calling or writing us. You are not required to give us consent to make promotional calls to you in order to purchase WOW! services.

### **Binding Arbitration**

UNLESS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SITE OR THE SERVICES OR ANY OTHER ASPECT OF YOUR RELATIONSHIP WITH WOW!, WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, NEGLIGENCE, OR ANY OTHER INTENTIONAL TORT), OR ANY OTHER LEGAL OR EQUITABLE THEORY (A "DISPUTE"), AT THE ELECTION OF EITHER PARTY, SHALL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE UNDER THE THEN - CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY.

The parties intend that the term "dispute" be interpreted as broadly as possible and to include: (i) claims based on events that occurred prior to the date of this or any prior Agreement, (ii) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court, if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court. This arbitration provision also does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission.

#### How to Initiate Arbitration

The party initiating the arbitration proceeding may initiate the arbitration proceeding with American Arbitration Association ("AAA"), 335 Madison Ave., floor 10, New York, NY 10017-4605, 1-800-778-7879, [www.adr.org](http://www.adr.org), or, by separate mutual agreement between us, to another arbitration organization. You may deliver any required or desired notice to WOW! by mail at: WOW! Internet, Cable & Phone, Attn: Legal Department, 1241 O.G. Skinner Drive, West Point, Georgia 31833. If there is a conflict between this arbitration provision and the rules of the arbitration organization chosen, this arbitration provision shall govern. If the arbitration organization selected will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve the dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision shall govern.

#### Arbitration Procedures

This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by AAA pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Arbitration Provision that is in effect when you notify WOW! about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and WOW! agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where WOW! conducts business that is nearest to where you reside. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential

or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

Waiver of Class Actions and Collective Relief

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

Arbitration Fees and Costs

If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be WOW!'s responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse WOW! for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, WOW! will pay all fees and costs that it is required by law to pay.

Survival

This Arbitration Provision will survive the termination or expiration of this Agreement.

Other Court Actions; Waiver of Trial by Jury

In the event this entire arbitration provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a dispute that is found by a court to be excluded from the scope of this arbitration provision, you and WOW! have each agreed to waive, to the fullest extent allowed by law, any trial by jury. YOU AGREE THAT ANY PERMITTED COURT PROCEEDING BETWEEN WOW! AND YOU FOR ANY PURPOSE CONCERNING THIS AGREEMENT OR THE PARTIES' OBLIGATIONS HEREUNDER SHALL BE BROUGHT EXCLUSIVELY IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION SITTING IN COLORADO. ANY SUCH CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THE SITE OR SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SUCH CLAIM OR CAUSE OF ACTION IS BARRED. If you are a user of or subscriber to WOW! cable, Internet or phone services, please refer to the Binding Arbitration section of the WOW! terms applicable to your service, which applies to any Dispute (as defined in that agreement) between you and WOW! for those services, available here: [www.wowway.com/experience/terms-and-conditions](http://www.wowway.com/experience/terms-and-conditions).

WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

**Miscellaneous**

The Terms constitute the whole legal agreement between you and WOW! and govern your use of the WOW! Web Services, and completely replace any prior agreements between you and WOW! in relation to the WOW! Web Services. WOW's failure to insist upon or enforce strict performance of any provision of this Agreement shall not

be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. WOW! may assign its rights and duties under this Agreement to any party at any time without notice to you. Upon termination of these Terms for any reason, WOW! and its suppliers reserve the right to delete all your data, files, electronic messages, or other information that is stored on WOW!'s or its suppliers' servers or systems. WOW! shall have no responsibility whatsoever for the loss of any such data. You agree that WOW! may provide you with notices, including those regarding changes to this Agreement, by email, regular mail, or postings on the WOW! Web Services. You acknowledge and agree that each member of the group of companies of which WideOpenWest Finance, LLC is the parent shall be third-party beneficiaries to this Agreement and that these other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Other than this, no other person or entity shall be third-party beneficiaries to this Agreement. This Agreement, and your relationship with WOW! under this Agreement, shall be governed by the laws of the State of Colorado, without regard to its conflict of laws provisions. By using the WOW! Web Services, you consent to the exclusive jurisdiction of the state and federal courts in Denver, Colorado, in all disputes arising out of or relating to this Agreement or WOW! Web Services that are not subject to the Arbitration Provision above.

### **Special Note About Children**

This is a general audience site that is not designed nor intended to collect personal information from children under the age of 13. WOW! does not knowingly collect personal information from anyone under the age of 13, and does not use such information if it discovers that it has been provided. To respect the privacy of children and to comply with the Children's Online Privacy Protection Act, children under the age of 13 should not provide any personal information on this Site. We ask that parents supervise their children while online.

### **Privacy**

WOW! respects the privacy of visitors to this Site. Please review our complete Website Privacy Statement, which is also available for your review on this Site. As fully explained in our Privacy Statement: (i) WOW! and some of the third party service providers that WOW! uses to deliver services, content and advertising may collect information on this website. This information may include personally identifiable information and/or may be used to contact you online; and (ii) WOW! and our service providers may also use cookies or similar technologies to deliver relevant advertising to you when you visit other websites, including advertising based on the products and services you viewed on this website.

WOW! does not yet respond to "Do Not Track" signals sent from browsers. Still, as explained in our Privacy Statement, you may opt out of receiving cookies from the companies that provide services on this website and you may also opt out of receiving promotional email or direct mail from WOW!. Questions regarding WOW!'s privacy statement should be directed to [wow\\_techsupport@wideopenwest.com](mailto:wow_techsupport@wideopenwest.com), or by sending a notice by U.S. Mail to WideOpenWest Finance, LLC, 1323 Bond Street, Suite 163, Naperville, IL 60563; Attention: Privacy Department.

### **Terms and Policies for WOW! Products and Services**

This Agreement covers the Site and Web Services only. If you subscribe to WOW! services, additional terms and policies apply to you. WOW! supplies copies of the terms and policies that apply to each of our cable, Internet and phone products and services separately to our subscribers. These terms and policies are also available for your review at Residential: [wowway.com](http://wowway.com); Business: [wowforbusiness.com](http://wowforbusiness.com)

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