



FAQ's

Frequently Asked Questions

Q: What, exactly, is my calling area?

A: With Bright House Networks Digital Phone you can call anyone, anytime, anywhere in the continental U.S., Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, the N. Mariana Islands and Canada as frequently as you would like, for one low monthly price.

Q: Can I connect all the phones in my home to Bright House Networks Digital Phone?

A: Yes. All of your phones can be connected to the same Digital Phone number, and the service works with your existing phones.

Q: Can I use my Digital Phone while using the Internet?

A: Yes, as long as you are using a Broadband connection (not dial-up).

Q: Will my Digital Phone work during a power outage?

A: Only if your Digital Phone modem is equipped with a battery-power backup. If your phone equipment requires electric power to operate, then you will also need battery-power backup for that equipment.

Q: What is the charge for Digital Phone?

A: \$39.95 per month if you subscribe to Standard Cable and High Speed Internet or Digital Cable and High Speed Internet; \$44.95 per month if you subscribe to Standard Cable or Digital Cable or High Speed Internet; and \$49.95 per month if you subscribe only to Digital Phone, or to Digital Phone and Basic Cable. Taxes and fees are additional. These prices are for unlimited local and long-distance calling anywhere in the U.S., Puerto Rico and Canada. The calling area includes Alaska, Hawaii, Guam, the U.S. Virgin Islands and the N. Mariana Islands.

Q: What are the charges for international calls?

A: Country codes and international rates are available at www.mybriighthouse.com/digitalphone

Q: Does Bright House Networks Digital Phone support 911 emergency services?

A: Yes, We not only support 911, but take it one step further and offer Enhanced 911. E911 enables the operator or dispatcher to automatically identify the phone number and address of the person who is calling from a Digital Phone. The Enhanced 911 service provides you with the security of delivering your location information automatically. For additional information, please review the Digital Phone Subscriber Agreement.

Q: Will I be charged for service calls or repair calls?

A: No. Not as long as the work is related to the reasonable wear and tear, or technical malfunction of the Bright House Networks system or network.

Q: Can I view my statements online?

A: Yes. Simply go to myaccount.mybrighthouse.com to view details on all of the calls made on your Bright House Networks Digital Phone, including calls made to Directory Services and Operator Assistance.

Q: Can telemarketers be blocked?

A: Yes. Simply register with the National Do Not Call Registry at www.donotcall.gov and your Digital Phone number will be excluded from most telemarketing calls for five years.

Q: What should I do if I have additional questions about my Digital Phone?

A: For your convenience, this booklet includes a Quick Start Guide, a detailed How-To Guide and, on the last page of this booklet, a Troubleshooting Guide. You can also visit www.mybrighthouse.com, or call 611 from your Bright House Networks Digital Phone to talk to our friendly service people.



How-To Guide

- **Set Up Your Voice Mail**

If you haven't already set up your Voice Mail using the Quick Start Guide, please follow these simple instructions:

1. Dial your home phone number, (*) 5, then press pound (#).
2. As a first-time user, you will be prompted to enter a temporary PIN – the last four digits of your phone number.
3. Follow the prompt to select a permanent four-digit PIN. Press pound (#). Confirm your new PIN by pressing pound (#).
4. Say your name and press pound (#).
5. Record your greeting and press pound (#).
6. Once set-up is complete, you can return to the main menu. Exit by hanging up, or by pressing pound (#).

- **Retrieve Voice Mail Messages**

When at Home

A stuttering dial tone will alert you to waiting messages.

1. Dial your home phone number.
2. Press (*) 5.
3. At welcome message, press pound (#).
4. Enter your PIN and press pound (#).
5. Press 1 to hear your messages.

While Away from Home

1. Dial your home phone number, wait for voice mail to answer and then press star (*) 5.
2. At welcome message, enter your 10-digit home phone number and press pound (#).
3. Enter your PIN and press pound (#).
4. Press 1 to hear your messages.

- **Save a Voice Mail Message**

Press pound (#) at the end of the message. Voice Mail will save the message and play the next message automatically.

- **Replay a Voice Mail Message**

Press 1 when the message is complete.

- **Rewind a Voice Mail Message**

Press 7 during playback, and the message will rewind several seconds and play again.

- **Fast Forward a Voice Mail Message**

Advance the message several seconds by pressing 9.

- **Erase a Voice Mail Message**

Press 3 at the end of the message.

- **Recover an Erased Message**

Press star (*) and 7 to rewind to the deleted message. Save it by pressing pound (#), or erase it by pressing 3.

- **Mark a Voice Mail Message as New**

After listening to the message, press 6.

- **Reply to a Voice Mail Message from another Bright House Networks Digital Phone**

After listening to the message, press 2 and follow the prompts.

- **Forward a Voice Mail Message to another Bright House Networks Digital Phone**

1. After listening to the message, press 4, enter the 10-digit number of your forwarding party, and press pound (#).
2. Voice mail will confirm receipt of the forwarded-to number. Press pound (#) again.
3. Press 2.
4. Press 1 to forward the message.
5. Press 1 again to confirm that you want to forward the voice mail message with the standard delivery options.

- **Forward a Voice Mail Message with a Personal Comment to another Bright House Networks Digital Phone Voice Mail user**

1. When the message concludes, press 4.
2. Enter the number (all 10 digits) of the forward-to party, and press pound (#).
3. Voice mail will confirm receipt of the forwarded-to number. Press pound (#) again.
4. To attach a personal comment, press 1. Record your personal message and press pound (#) .
5. Press 1 to forward the message.
6. Press 1 again to confirm that you want to forward the message with the standard delivery options.

OTHER FEATURES

- **Caller ID**

If your telephone is Caller ID-ready, the name and number of your caller will be displayed after the first ring. If "P" or "Private" is displayed, the name and number may have been blocked by the caller. If "Unknown Name," "Unknown Number," "Out Of Area" or "O" appear, the call is from an area that doesn't support Caller ID services.

- **Call Waiting**

A special tone alerts you to a waiting call; your caller hears regular ringing. To answer, press and release the “Receiver” or “Flash” buttons, and the first caller will be placed on hold. To end either call, hang up. Pick up the automatic ring, and you’ll be connected with the new caller.

- **Cancel Call Waiting**

Press star (*) 70 to disable Call Waiting for the duration of your call.

- **Call Waiting ID (Combines Caller ID and Call Waiting features)**

You hear a special tone, and the name and number of your caller is displayed.

- **Calling Number Blocking**

Press star (*) 67 each time you dial a number to keep it from appearing on others’ Caller ID displays at the time you call. The feature will automatically reset once you hang up.

- **Call Forwarding**

Press star (*) 72, wait for the dial tone and enter the number where you’d like your calls to be forwarded. If the number is not valid, you will hear a busy signal. If the feature is not activated, repeat the above procedure within two minutes of the first attempt. Calls normally answered by your Voice Mail will go to the forward-to number. Calls will be forwarded until the feature is deactivated. To cancel, dial star (*) 73.

REMINDER: Charges generated by calls forwarded to international numbers will be the customer’s responsibility. Minutes used during calls forwarded to cell phones will be charged against the customer’s wireless plan.

- **Directory Assistance with Call Completion***

If you dial Directory Assistance, you will be asked if you would like to have the call completed by the operator.

- **Anonymous Call Reject***

Press star (*) 77 to activate, and wait for confirmation tone. Unidentified callers, including those labeled as “Anonymous” or “Unavailable,” will be automatically blocked. Rejected callers will hear a message asking them to hang up, release their Caller ID number and then redial. The feature will remain in force until you press star (*) 87 to deactivate.

- **Speed Dial***

Press star (*) 74, listen for the stuttering dial tone and press a digit between 2 and 9. Enter the 7- or 10-digit number (dial 1 first when applicable) that you would like to store in speed dial. To speed dial your chosen number, press your selected digit (between 2 and 9) and pound (#).

*May not be available in all areas.



Terms of Service

Terms of Service

Welcome to Bright House Networks Digital Phone! Below is additional information about your service.

Additional Charges

You can make international calls with Bright House Networks Digital Phone. (Example: 011 + country code + city code + the number of your calling party). Calls to international locations are not included in your monthly plan, but rates are competitive with other major providers. Country codes and international rates are available on the Bright House Networks website: www.mybrighthouse.com

Directory Assistance and Operator Services

Calls to Directory Assistance (411) and Operator Services (0) are offered at an extra charge and will appear on your Bright House Networks statement. *

Service Description	Surcharge	Cost per Minute
Directory Assistance Local/National (411) Includes call completion at no additional charge	\$0.99 per call	N/A
Directory Assistance International (00)	\$9.50 per call	N/A
Person-to-Person	\$15.00 per call	\$1.40
Station-to-Station	\$7.95 per call	\$1.40
Operator Assisted Calls	\$4.20 per call	Charges may apply

*Rates effective as of July 1, 2005. Surcharge and cost per minute rates subject to change.

Your Bright House Networks billing statement will include new regulatory fees associated with your Digital Phone service. On your statement you will see an Enhanced 911 Surcharge, billed on behalf of the municipality in which you live. Your local government asks that you pay this small charge each month to help provide for emergency services to your community. In addition, your statement will include a Federal Universal Service Fund contribution, which is to recover the amount that telecommunications providers must contribute to the Federal Universal Service Fund, a fund that helps keep local phone rates affordable. Finally, although it does not appear separately on the statement, the price of your Digital Phone service includes a contribution to the Telecommunications Relay Service fund, which assists the hearing and speech impaired communicate with providers of telecommunications services.

Billing

You will not be charged for disconnection or termination of your Digital Phone service. In addition to charges for other Bright House Networks services, your statement will include charges for the Digital Phone plan, and an additional line item for any charges that may result from Directory Assistance and Operator Services and calls to international locations.

Additionally, you will be able to view all of the call details made on your Digital Phone service on a secure web site, which you may access at myaccount.mybrighthouse.com. This includes details relating to your local, intrastate, and interstate calls, in addition to calls to international locations, Directory Services and Operator Assisted calls. Should

you wish to receive a previous month's call detail, you may contact Bright House Networks at myaccount.mybrighthouse.com, or by dialing 611 using your Bright House Networks Digital Phone service, or at the local number found on the back page of this booklet. As with your existing Bright House Networks services, charges associated with your Digital Phone service will be payable and due on the due date indicated on the statement. It is the customer's responsibility to report billing errors immediately. Bright House Networks is not responsible for disputed service charges not reported within 90 days of initial billings. To receive credits or rebates for interruption of service, contact Customer Service. All services must be current to avoid disconnection. Account holders are liable for all services rendered by Bright House Networks prior to customer's request to terminate service. All equipment remains the property of Bright House Networks. Bright House Networks may disconnect your Digital Phone service upon five (5) days notice. Finally, nonpayment of any portion of your statement charges for Cable television, High Speed Internet, and/or Bright House Networks Digital Phone will result in disconnection of all these services, including your E911.

Other Terms

E911 is available to you upon installation. It is important that you read and understand how E911 works.

- E911 is designed to give emergency operators the exact location where urgent calls originate. Moving your modem from the original service address without notifying Bright House Networks could result in dispatching emergency services to the wrong address. Please contact us before moving the modem to a new address.
- If there is not dial tone due to an extended electrical power failure and/or a network outage, E911 services will not be available.
- If your Digital Phone is disconnected for any reason, E911 service will also be disconnected.

In addition, Bright House Networks cannot guarantee the reliability of residential alarm connection with Digital Phone. We recommend that you have your alarm company inspect the set-up after your Bright House Networks Digital Phone installation. Alternatively, you may choose to maintain a separate basic phone line from your existing phone provider dedicated exclusively to your security system. Upon your receipt of this information, you may, for any reason, cancel your order for Bright House Networks Digital Phone without any penalty or further obligation. As with all Bright House Networks products, you're also eligible for a 30-Day money back guarantee. Additional services incurred during the first 30 days, such as calls to international locations, Directory Services and Operator Assistance are independent of this guarantee and will be billed and due in case of cancellation. All prices and terms subject to change.

Digital Phone E911 Notice

I am aware and expressly acknowledge that the Digital Phone Service does not have its own power source and will not be available without an independent power supply. Under certain circumstances, including if the electrical power and/or Bright House Networks' cable network of facilities are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available.

I am aware that Enhanced 911 (E911) is a feature of Bright House Networks Digital Phone. I understand that the address associated with an E911 call is the authorized address where service was originally provided. If I move my voice-enabled modem to another location, I understand that I must notify Bright House Networks of my new address. I expressly acknowledge that if I move my voice-enabled modem to a different address without first notifying Bright House Networks, then all E911 calls that I make will result in emergency services being dispatched to my original services address.

I understand that if my Digital Phone Service is disconnected for any reason, then my E911 service will also be disconnected.



Privacy Notice

Bright House Networks Subscriber Privacy Notice

We, as your local Bright House Networks cable operator (“Operator,” “we” or “us”), are providing this Notice to inform you of our practices regarding personally identifiable information that may be collected in the course of providing services to you over our cable system, including cable programming services, ISP Services, and digital voice services (“cable-based services”). This Notice is being provided in accordance with the Cable Communications Policy Act of 1984 (the “Cable Act”). In addition to the Cable Act, this Notice also makes reference to the Electronic Communications Policy Act of 1986, as amended (“ECPA”), and the Online Copyright Infringement Liability Limitation Act of 1998 (“Copyright Act”), which are also applicable if you are a subscriber to an ISP service provided by us over our cable system (an “ISP Service”).

This Notice pertains to personally identifiable information about you that you have furnished to us, or that we have collected, in connection with the provision of cable-based services to you. Personally identifiable information does not include aggregate data that does not identify you.

The Cable Act’s subscriber privacy provisions apply to cable operators, as defined in the privacy provisions of the Cable Act (“Cable Operators”), providing cable and other services over their systems. ISPs available over our cable system may provide subscribers with other information concerning their general privacy practices through additional policies and notices, which will continue to apply unless inconsistent with this Notice. You may wish to review these additional policies and notices.

You should also be aware that most of the content and applications provided through your ISP Service are provided by third parties, and that by accessing the online content of these third parties you may cause or enable the transmission by the system to them of personally identifiable information. The policies described in this Notice do not apply to such third parties. As noted above, these third parties may have their own privacy policies, which you may also want to review.

Seven areas are covered by this Notice:

1. The nature of personally identifiable information collected about you and the way such information is used;
2. The nature, frequency, and purpose of any disclosure that may be made of such information;
3. Disclosure of information to governmental entities and through legal process;
4. The period of time such information will be maintained;
5. Your online communications on your ISP Service;
6. The times and place you may have access to the information collected; and
7. Your rights under the Cable Act.

1. Collection and Use of Personally Identifiable Information

In order for us to provide service to you and operate efficiently, we collect the following types of information about you that may constitute personally identifiable information: your name, home, email and work address, telephone numbers, social security number, and credit and credit card information. Depending on the services we provide to you, our records also may include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable or that are cable ready, the location of these television sets in your home, the number and location of PCs in your home and your PC configuration, the service options you have chosen, and the number of converters, cable modems or other cable equipment installed in your home. We may remotely check your PC to the extent necessary to determine whether it is susceptible to unauthorized access or the dissemination of computer viruses. We may also keep records of research concerning subscriber satisfaction with our services, which are obtained from subscriber interviews and questionnaires. Additionally, we may have a record of whether you rent or own your home in the event that landlord permission is required prior to installing our cable facilities. We also maintain subscriber correspondence (via e-mail or otherwise) and, if you are an ISP Service subscriber, we may keep records of violations and alleged violations of your ISP Service Subscription Agreement (your “Subscription Agreement”) and other rules governing your use of the ISP Service. Finally, we may sometimes obtain from third parties publicly available information about our subscribers.

The information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about our services; to maintain or improve the quality of our services; to answer questions from subscribers (i.e., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market cable or other services or products that you may be interested in; and for tax and accounting purposes.

Operator's system, in delivering and routing the ISP Services, and the systems of ISPs available over our cable system, may automatically log information concerning Internet addresses you contact, and the duration of your visits to such addresses. We do not use or disclose any personally identifiable information that may be derived from these logs for marketing, advertising or similar purposes. Operator, as described above, as well as your ISP, in providing the ISP Service to you, also has access to personally identifiable information about you or your ISP account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. You have consented, in your Subscription Agreement, to the collection of personally identifiable information as described in this paragraph.

Under the Cable Act, a Cable Operator may also collect personally identifiable information over a cable system without subscribers' consent if it is necessary to provide services to subscribers, or to prevent unauthorized access to services or subscriber data.

ISPs provided over our cable system also may collect the following types of information that may constitute personally identifiable information:

- registration and account information, including your name, address, telephone number, screen names and email address(es), means of subscription, billing and payment (including credit card) information, and complaint and service history;
- account usage information, including information about how often and how long you use the relevant ISP Service, areas of the ISP Service visited and features of the ISP Service selected or used, and purchases that you have made through the ISP Service;
- technical information, including information about your computer system, its software and modem, and your geographical location;
- other subscriber information, including preference and other information you provide when you use or personalize your use of your ISP Service, information provided by ISPs' business partners, information you publish on the ISP Service, and information from other sources (for example, publicly available supplementary data).

The information collected by ISPs provided over our cable system in connection with your use of their ISP Services may be used in connection with the provision and maintenance of the relevant ISP Service and to fulfill transactions that you request, to personalize or improve your online experience, or as otherwise necessary in the course of their businesses (for example, in audits, billing matters, or research). Such ISPs may also use this information to provide advertising and other offers for goods and services to you, subject to the marketing preferences you may select when using their ISP Services. If you are a subscriber to one or more of the ISPs provided over our cable system, you have consented in your Subscription Agreement(s) to the collection of such information for the uses described above.

Cable Operator is not responsible for the performance of ISPs provided over our cable system in regards to their privacy policies or privacy requirements under federal or state law.

2. Disclosure of Personally Identifiable Information

Personally identifiable information that we maintain related to our subscribers will be disclosed by us without the prior written or electronic consent of subscribers only if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) for mailing lists as described below.

The types of persons to whom information about you may be disclosed by us in the course of providing cable service to you include our employees and those of our related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to us when they have a legal right to inspect our books and records.

In addition, if you are an ISP Service subscriber, information, including personally identifiable information, may be shared between us and your ISP in providing the ISP Service. The types of persons to whom information about you may be disclosed in the course of providing an ISP Service to you may include, in addition to those persons listed above, your ISP and its employees or other entities who provide content and/or services to the ISP Service or to you via the ISP Service.

Information for billing purposes is generally provided by us on a monthly basis to billing vendors. Information for other purposes is provided by Operator as it is needed.

Unless you object by written notice to us, the Cable Act also permits Cable Operators to disclose personally identifiable information to others, such as advertisers and direct mail or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for purposes other than as described in the first three paragraphs of this Section 2 and in Section 3 of this Notice is limited to the following "mailing list information": your name, address and the particular services to which you subscribe (e.g., HBO or other premium channels or tiers of service). In addition, we may add to our mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service, including the extent of your use of any ISP Service, or the nature of any transaction you make over the cable system. We may disclose such mailing list information to others from time to time. If you wish to have us remove you from our mailing list, please notify us in writing at the main office of your local Operator.

In addition to any disclosures permitted in the first paragraph of this Section 2, ISPs provided over our cable system may also disclose, pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in connection with the provision of services to you, in order to fulfill transactions that you request, to personalize your online experience, to comply with criminal or civil legal process (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of their businesses. For example, such ISPs may disclose your personally identifiable information routinely to their employees, agents and contractors to maintain, market, provide, and audit your ISP Service; to outside auditors to check their records; to attorneys and accountants as necessary to render services to such ISPs; and to merchants from whom you make purchases. The frequency of such disclosures varies according to business needs. The names and addresses of subscribers to ISPs provided over our cable system may also be disclosed to selected companies in order to provide you direct mail product and service offers, subject to the marketing preferences you may select when using your ISP Service. In disclosing name and address information for such purposes, such ISPs may combine these lists with publicly available information (such as census and household information), or segment them (i.e., create separate sub-lists) based on such publicly available information or on other information (such as when the subscriber began using the ISP service, or the subscriber's computer type).

3. Disclosure of Information to Government Entities and Other Legal Process

Under federal law, the government may require Operator or your ISP to disclose subscriber record information (but not cable program selections or the content of communications) pursuant to a warrant, court order, subpoena, or other legal process without any notice to you and without your consent.

Under ECPA, a governmental entity may obtain basic subscriber information pursuant to an administrative subpoena, including: name; address; local & long distance telephone connection records, or records of session times and durations; length and types of service; telephone or instrument number or other subscriber number or identity, including any temporarily assigned network address (e.g., IP address); and means and source of payment for such service (including any credit card or bank account number). Other subscriber information (not including cable program selections and the contents of communications) may be obtained by the government pursuant to a court order or search warrant.

In addition, under the Cable Act, the government may obtain a court order requiring Operator to produce a subscriber's cable programming records and notify the subscriber that it has produced them. To obtain the contents of emails, the government must obtain a warrant if the email has been stored 180 days or less, or a subpoena or court order, with notice by the government to the subscriber, if the email contents have been stored more than 180 days. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support.

If you subscribe to an ISP Service, a private party may use a subpoena under the Copyright Act to obtain information about you in order to protect its copyright against infringement, without any notice to you.

In your Subscription Agreement, you have agreed that Operator and ISPs provided over our cable system may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. Time Period That We Retain Personally Identifiable Information

Operator maintains personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that we can comply with tax and accounting requirements. When information is no longer necessary for these

purposes, we destroy the information unless there is a legitimate outstanding request or order to inspect the information.

5. Your Online Communications on an ISP Service

In addition to the situations described in Section 3, ECPA provides for other exceptional circumstances under which Operator and/or your ISP may be compelled to disclose information about you or your communications, or are permitted to disclose such information. For example, such information may be disclosed to law enforcement if it appears to be evidence of child pornography, or was inadvertently obtained and appears to pertain to a crime. Such disclosure is also permitted to an addressee or intended recipient (or his or her agent), or to a person involved in forwarding such information to its destination; when it is necessarily incident to providing service or to protect our rights or property; to others with your consent or the consent of an addressee or intended recipient (or his or her agent) of communications sent by you; or as otherwise provided for by law. In your Subscription Agreement, you have agreed that Operator may disclose any information in their possession to protect their rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

6. Access to Records

Under the Cable Act, you have the right to inspect the records of a Cable Operator that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect these records, please notify Operator in writing and an appointment at our local business office will be arranged during our regular business hours.

7. Your Rights Under the Cable Act

The Cable Act provides you with a cause of action for damages, attorneys' fees and costs in Federal District Court should you believe that any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by a Cable Operator. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any claims that you have under the Cable Act will be decided in arbitration and attorneys' fees and punitive damages will not be available.



Digital Phone Agreement

Bright House Networks Residential Digital Phone Agreement

Bright House Networks Information Services, LLC ("Bright House Networks") is pleased to provide you with our Digital Phone. Below are the terms and conditions that will apply to you as a Digital Phone customer. Your use of Digital Phone will be deemed acknowledgment that you have read and agreed to these terms of service.

1. Definitions

- (a) "Agreement" means this Bright House Networks Digital Phone Agreement, as it may be amended from time to time by Bright House Networks.
- (b) "Bright House Networks Equipment" or "Equipment" is defined in Section 4(c).
- (c) "Bright House Networks Parties" means Bright House Networks and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.
- (d) "Service" means the Bright House Networks Digital Phone.
- (e) "Software" means the computer software, if any, licensed by Bright House Networks to you to access Digital Phone, or licensed by Bright House Networks to you to facilitate installation or distribution of Digital Phone.
- (f) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by Bright House Networks to you regarding use of Digital Phone.
- (g) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 11, as it may be amended from time to time by Bright House Networks.
- (h) "Terms of Use" means all rules, terms and conditions described in this Agreement or otherwise established now or hereafter by Bright House Networks regarding permissible or impermissible uses of, or activities related to, Digital Phone.
- (i) "You" or "your" means the subscriber account holder authorized by Bright House Networks to access and use Bright House Networks Digital Phone.
- (j) "We" or "us" means Bright House Networks.

2. General

- (a) This Agreement, in addition to the Subscriber Privacy Notice, which is incorporated into this Agreement by reference, provides the terms and conditions governing Bright House Networks provision of its Digital Phone to you. We are not bound by any other representation, warranty, term or condition, or statements or agreements made by any employee or agent of Bright House Networks, other than as specifically described in this Agreement. Either you or Bright House Networks may terminate Digital Phone at any time for any reason.
- (b) Digital Phone as offered and provided under this Agreement is available only to residential customers of Bright House Networks. You agree that except as otherwise expressly provided in this Agreement, all terms and conditions of the Cable Modem Subscription Agreement (including, without limitation, the disclaimer of warranty in that agreement) will also govern Digital Phone, to the extent applicable, and the terms of the Cable Modem Subscription Agreement are incorporated into this Agreement by reference.
- (c) The Bright House Networks Digital Phone is not a powered service. Under certain circumstances, including if the electrical power and/or Bright House Networks cable network or facilities are not operating, Digital Phone, including the ability to access emergency 911 and E911 services, will not be available.
- (d) Enhanced 911 (E911) is a feature of Bright House Networks Digital Phone. Please note that the address associated with an E911 call is the authorized address where service was originally provided. If you move your cable modem to another location, you must notify Bright House Networks of the address change in order for that new address to be automatically sent to E911 services in the event that someone dials "911" from your Digital Phone. The Bright House Networks system will continue to send the original service address until you contact us to change the address for transmittal to E911 services.
- (e) You expressly agree that you will not have the option of subscribing to a "local only" or "long-distance only" service, nor will you be able to subscribe to a separate local, toll or long distance provider for use in conjunction with Bright House Networks Digital Phone.
- (f) All non-voice communications equipment, including, but not limited to, home security systems that are not set up to make automatic phone calls, fax machines, and medical monitoring devices may not be compatible with Bright House Networks Digital Phone. In order to maintain these functions, you may be required to maintain a separate telephone wire connection to the local telephone company.
- (g) Bright House Networks has the right at any time to add to, modify, or delete any aspect, feature or requirement of Digital Phone. This includes (but is not limited to) equipment and system requirements. We also have the right to add to, modify, or delete any provision of this Agreement, any Terms of Use established by us. An online version of this Agreement and the Subscriber Privacy Notice are accessible at www.mybrighthouse.com. We may revise the Agreement and/or the Subscriber Privacy Notice from time to time, and we may change the online location of these documents periodically. In accordance with any applicable law, Bright House Networks will notify you of any significant change in these documents. If you continue to use the Service after we change any of these documents and provide you notice of the changes, you will be deemed to have consented to the changes. If you do not agree to any changes, you should stop using the Service and notify Bright House Networks that you are terminating the subscription to Digital Phone.
- (h) You represent and warrant that you are at least 18 years of age.
- (i) You are responsible in all respects (including payment obligations) for all use of the Service under your account, whether or not you actually authorized the use. Your

responsibility includes all calls to pay-per-call services, whether or not you actually authorized the call. You will be responsible for ensuring that all use of the Service under your account fully complies with this Agreement.

- (j) You may not transfer all or a portion of your account, Digital Phone or the Bright House Networks Equipment to any other person or entity, or to a new residence or other location.

3. LIMITATIONS OF 911/E911 DIALING.

- (a) Limitations: The Service includes Enhanced 911 dialing ("E911"). CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF E911. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES OF THESE LIMITATIONS.
- (b) Correct Address: For E911 to work in accordance with our specifications, Bright House Networks must have a correct service address for the location of your MTA. If you do not provide the correct address when you register for the Service or if you relocate your MTA to a new address and do not register the new address with Bright House Networks, E911 may fail in two ways: (i) E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. If you wish to relocate the MTA and continue to use the Services including E911, you must comply with section 5, seek authorization for the Service at your new service address (if available), and update your service address with us. Relocating the MTA to a different address without first notifying Bright House Networks may be grounds for termination of this Agreement and your Digital Phone Service
- (c) Service Interruptions: E911 may not function if the Services are interrupted for any reason, including but not limited to failure of your MTA, incorrect configuration of your MTA, an extended power outage, failure of our network or facilities, or suspension or disconnection of your Services because of nonpayment.
- (d) LIABILITY: YOU ACKNOWLEDGE AND UNDERSTAND THAT BRIGHT HOUSE NETWORKS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE E911 FEATURE OR LIMITATIONS SET FORTH IN THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BRIGHT HOUSE NETWORKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO E911.
- (e) SERVICE INTERRUPTIONS CAUSED BY POWER FAILURES

You expressly acknowledge that you may lose access to and use of the Services, including E911, under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating, (ii) if electrical power to the MTA is interrupted and the MTA does not have a battery backup, and (iii) if the electrical power to the MTA is interrupted and its battery backup fails. You also understand and acknowledge that battery backup may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Service will not function until normal power is restored. You acknowledge and understand that your MTA may not have battery backup or another power source of its own.

4. Charges

- (a) You agree to pay Bright House Networks for the following: (i) your recurring, monthly subscription fees for Digital Phone, (ii) all usage-based charges (including but not limited to charges for calls to international numbers, directory assistance, and/or Bright House Networks operator assisted calls), and (iii) installation charges, if any. You also agree to pay all applicable local, state and federal fees and taxes. All charges are payable on the due date specified on the bill. (i) Recurring monthly Digital Phone charges will be billed monthly in advance. (ii) Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, and/or Bright House Networks assisted calls) will be billed in the next practicable monthly billing cycle following such use.
- (b) If you do not pay your bill by the due date on the bill, we can charge you a late fee. Payment for Digital Phone must be received by Bright House Networks on or before the due date stated on the bill. Failure to deliver payment by the due date is a breach of this Agreement. You agree that each time you fail to pay your bill, it causes Bright House Networks to suffer damages in an amount that is difficult to ascertain with certainty. Bright House Networks has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a late fee amount. Bright House Networks reserves the right to change the late fee amount at any time in the future upon notice to you of the new amount.
- (c) The availability of Digital Phone is dependent upon you maintaining current accounts with Bright House Networks for cable modem service and, if applicable, cable television video service. If your Digital Phone account or any other account with Bright House Networks is past due, Bright House Networks may terminate Digital Phone upon notice to you as required by applicable law. If Bright House Networks temporarily disconnects your Digital Phone because you failed to pay for the service, Bright House Networks will provide the same level and quality of any 911 or E911 services you had access to prior to the temporary disconnection. If you continue to fail to pay your bill, your service will be permanently discontinued and Bright House Networks will stop providing you with 911/E911 service.
- (d) If your account is past due and Bright House Networks sends a collector to your premises, a field collection fee may be charged. The current field collection charges can be provided on request.
- (e) If you cancel Digital Phone or the cable modem service, or if we discontinue either service for any reason including non-payment, and you wish to reconnect either service, you may be required, in addition to payment of all outstanding balances on all accounts with Bright House Networks, to pay a reconnect charge or trip charge (where applicable) before reconnection.
- (f) Bright House Networks may verify your credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on your credit standing. Regardless of credit standing, Bright House Networks may require a bank or credit card, or account debit authorization from you.
- (g) Bright House Networks may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee can be provided on request.
- (h) You will also be responsible for all other expenses (including reasonable attorneys' fees) incurred by Bright House Networks in collecting any amounts due under this Agreement that you have failed to pay.

5. Installation; Equipment and Cabling

- (a) If self-installation is available and you elect to install the Service yourself, Bright House Networks will provide kits and instructions for self-installation.
- (b) In order to provide you with Digital Phone, Bright House Networks will physically disconnect your existing service to the local telephone company. By accepting Digital Phone, you agree that Bright House Networks may disconnect your existing service to the local telephone company, and that we may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring on your premises on your behalf in order to connect the premises to Digital Phone. You authorize Bright House Networks to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment.
- (c) Any equipment provided by Bright House Networks to you will be considered "Bright House Networks Equipment" (also referred to in this Agreement as "Equipment") and will be subject to Section 4(h) below. Any cabling installed by Bright House Networks will remain the property of Bright House Networks except as otherwise required by applicable law.
- (d) We have no obligation to install, support, maintain, repair or replace any computer, cable modem, cabling or other equipment that is not Bright House Networks Equipment.
- (e) Bright House Networks and its authorized agents may enter your premises, access Bright House Networks Equipment and access your computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Equipment, to install or deliver the Software, or to disconnect and remove the Equipment.
- (f) Bright House Networks will have the right to upgrade, modify and enhance the Bright House Networks Equipment and Software from time to time through "downloads" from our network or otherwise.
- (g) If you are not the owner of the premises at which Equipment and Software are to be installed, you warrant that you have obtained the consent of the owner of the premises for Bright House Networks personnel and/or its agents to enter the premises for the purposes described in this Section 4. You will indemnify and hold Bright House Networks harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.
- (h) Bright House Networks Equipment and Cabling.
 - (i) The Bright House Networks Equipment is and at all times will remain the sole and exclusive personal property of Bright House Networks. You will acquire no ownership or other interest in this Equipment by virtue of payments made pursuant to this Agreement or the attachment of any portion of the Equipment to your residence or otherwise. (ii) You will not open, alter, misuse, tamper with or remove the Bright House Networks Equipment, and you will leave it as it was and where it was when Bright House Networks installed it. You will not remove any markings or labels from the Equipment indicating Bright House Networks ownership or serial or identity numbers. You agree to safeguard the Bright House Networks Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Bright House Networks) will not permit anyone other than a Bright House Networks authorized representative to perform any work on the Bright House Networks Equipment. (iii) If and when your Digital Phone is disconnected or cancelled (for whatever reason) you agree that you no longer have the right to keep or use the Bright House Networks Equipment. In such event, you must return the Equipment in the same condition as when received, ordinary wear and tear excepted. You will promptly return the Equipment or notify us to come pick it up. If you do not promptly return the Equipment or schedule a pick-up, Bright House Networks may enter any premises where the Bright House Networks Equipment may be located for the purpose of disconnecting and retrieving the Bright House Networks Equipment. Failure of Bright House Networks to remove its Equipment does not mean that we have abandoned the Equipment. If you fail to return the Equipment, you will pay any expenses we incur in retrieving it. Bright House Networks may charge you a continuing monthly fee until any remaining Equipment is returned, collected by Bright House Networks or fully paid for by you in accordance with Section 4(h)(iv). (iv) If the Bright House Networks Equipment is damaged, destroyed, lost or stolen while in your possession, you are liable for the cost of repair or replacement of the Equipment. If the Equipment is not returned to or retrieved by Bright House Networks as described in Section 4(h)(iii) upon termination of Digital Phone, you will pay Bright House Networks, on demand, the collection fee for unreturned equipment. (v) If you fail to return the Equipment, Bright House Networks can charge your bank account or credit card (if debit authorization has been obtained from you) the amounts described in Sections 4(h)(iii) and 4(h)(iv), in addition to any other remedies or collection efforts. If Bright House Networks charges you a security deposit, our obligations regarding the security deposit will be governed by the terms of the deposit receipt provided to you at the time the deposit was collected. (vi) If and when your Digital Phone is disconnected or cancelled, Bright House Networks may (but is not obligated to), remove any cabling installed by Bright House Networks on your premises, subject to applicable laws and regulations. (vii) Software. If we license any Software to you, you may only use this Software as described in this Agreement. You will not do, or allow anyone else to do, any of the following: any additional copying; any translation, reverse engineering or reverse compiling; or disassembly or modification of or preparation of any derivative works based on the Software. All of these activities are prohibited. If your Service is cancelled or disconnected, you will promptly return or destroy all Software provided by Bright House Networks and any related written materials.

6. Subscriber Conduct

- (a) Digital Phone is a residential service offered for your personal, non-commercial use. The Service may only be used by you and members of your immediate household. You will not resell or redistribute (whether for a fee or otherwise) Digital Phone, or any portion of the Service. You will not otherwise charge others to use Digital Phone, or any portion of the Service. You agree not to use Digital Phone for any enterprise purpose whether or not it is a for-profit enterprise.
- (b) You will not use Digital Phone for any unlawful purpose, or for any use which you have not obtained all required governmental approvals, authorizations, licenses, consents and permits. Bright House Networks may shut down your Digital Phone, without prior notice, if we find, in our sole judgment, that your use is unauthorized or fraudulent.
- (c) Bright House Networks may shut down your Digital Phone, without prior notice, if we find, in our sole judgment, that your use of the service is causing interference to others or you have tampered or allowed others to tamper with Bright House Networks Equipment. We may also shut down your Digital Phone, without prior notice, if hazardous conditions exist that would make your continued use of the service unsafe.
- (d) You may not assign, or transfer in any manner, the Service or any rights associated with the Service without the prior written consent of Bright House Networks. Bright House Networks will permit you to transfer your Service to another person or entity if you have paid all charges owed to Bright House Networks. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and the non-recurring installation charges will apply.

7. Review and Enforcement

- (a) Bright House Networks may suspend your account, or cancel your account with notice as required by applicable law if Bright House Networks determines in its discretion that you have violated this Agreement or any of the Terms of Use. We may suspend or cancel your account even if you have only violated this Agreement or the Terms of Use once. If your account is suspended, you will not be charged for that period of time. If your account is canceled, you will be refunded any pre-paid fees minus any amounts due Bright House Networks.
- (b) You agree that Bright House Networks will have the right to take any action that Bright House Networks deems appropriate to protect Digital Phone or Bright House Networks facilities and Bright House Networks Equipment.

8. Support; Service and Repairs

Bright House Networks will repair damage to or, at our option, replace Bright House Networks Equipment, and otherwise attempt to correct interruptions of Digital Phone, due to reasonable Equipment wear and tear, or technical malfunction of the Bright House Networks system or network, at our expense. The Subscriber Materials contain details on contacting Bright House Networks for this support. We have no other responsibility for support, maintenance or repair of any equipment, software or service, whether provided by a third party or you. For assistance with other technical problems, you should refer to the Subscriber Materials. If any other support services are available from Bright House Networks, such services will be at additional charges.

9. Service Interruptions; Force Majeure

We will credit your account for interruptions in Service that are not due to (i) your negligence or noncompliance with this Agreement and/or your noncompliance with the Agreement or (ii) the operation or malfunction of the facilities, power, or equipment that you have provided. Any such credit will be refunded on the next practicable bill for Digital Phone issued by Bright House Networks to you. The Bright House Networks Parties will have no liability, including as described in this Section 8, for interruption of Digital Phone due to circumstances beyond its control, including (without limitation), acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

10. Disclaimer of Warranty; Limitation of Liability

- (a) YOU AGREE THAT DIGITAL PHONE IS PROVIDED BY BRIGHT HOUSE NETWORKS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. BRIGHT HOUSE NETWORKS MAKES NO WARRANTY THAT DIGITAL PHONE WILL BE UNINTERRUPTED OR ERROR FREE. YOU FURTHER AGREE THAT ALL USE OF DIGITAL PHONE IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING:
NONE OF THE BRIGHT HOUSE NETWORKS PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA BRIGHT HOUSE NETWORKS FACILITIES OR DIGITAL PHONE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR PHONE COMMUNICATIONS.
- (b) YOU UNDERSTAND THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF DIGITAL PHONE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO YOUR COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. YOU WILL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE BRIGHT HOUSE NETWORKS PARTIES WILL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.
- (c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 6(a) AND 8 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY BRIGHT HOUSE NETWORKS PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING DIGITAL PHONE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE DIGITAL PHONE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES, ANY ACTION TAKEN TO PROTECT DIGITAL PHONE, OR THE BREACH OF ANY WARRANTY.
- (d) YOU HEREBY AGREE THAT THE PROVISIONS OF THIS SECTION 9 WILL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, DIGITAL PHONE, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE BRIGHT HOUSE NETWORKS PARTIES.

11. Indemnification

You agree to defend, indemnify and hold harmless Bright House Networks from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of Digital Phone by you or otherwise arising out of the use of your account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Bright House Networks to you.

12. Privacy

- (a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws, is described in our Subscriber Privacy Notice. You acknowledge receipt of the Subscriber Privacy Notice.
- (b) Bright House Networks may collect (whether automatically or otherwise) and share (with other Bright House Networks Parties) information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act of 1934) relating to you that Bright House Networks may acquire as a result of the provision of Digital Phone. You hereby expressly consent to the collection by, and sharing between, Bright House Networks and other Bright House

Networks Parties of such information.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Bright House Networks will have the right (except where prohibited by law notwithstanding your consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. By accepting Digital Phone, you consent to such actions or disclosures.

13. Arbitration

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY BRIGHT HOUSE NETWORKS CABLE SERVICE ON THE PART OF YOU) WILL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR 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. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW OR EQUITY. THE ARBITRABILITY OF DISPUTES WILL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR WILL BE IN WRITING AND WILL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR WILL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS DESCRIBED IN OR EXCLUDED UNDER SECTIONS 8 AND 9 OF THIS AGREEMENT. THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1 TO 16, WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. EACH PARTY WILL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) WILL BE SHARED EXCEPT THAT YOU MAY RECOVER HIS/HER FILING AND ARBITRATOR(S) FEES IF YOU ARE THE PREVAILING PARTY. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. CONSOLIDATED OR CLASS ACTION ARBITRATIONS WILL NOT BE PERMITTED. THE ARBITRATOR WILL NOT HAVE THE POWER TO ORDER PRE-HEARING DISCOVERY OF DOCUMENTS OR THE TAKING OF DEPOSITIONS, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND THE PRODUCTION OF DOCUMENTS AT THE HEARING.

14. Entire Agreement

All previous written agreements between you and Bright House Networks are superceded by this Agreement, the accompanying work order, any Terms of Use or other rules now or hereafter specified by Bright House Networks for Digital Phone, which constitute the entire agreement between you and Bright House Networks. Your subscription, customer agreement or terms and conditions relating to your cable television or cable modem service with Bright House Networks Parties will remain in full force and effect. Acceptance of Digital Phone constitutes acceptance of the terms and conditions of this Agreement.

15. Term

This Agreement will remain in effect until terminated by either party or superseded by a revised agreement for Digital Phone.

16. Continuity of Service

In order to provide continuity of service to you if Digital Phone is no longer available over Bright House Networks cable system, you agree that Bright House Networks may provide an alternative phone service. In such event, Bright House Networks will notify you of the date as of which you will begin receiving the alternative phone service, which will also be governed by this Agreement. You will have the right at any time to terminate the alternative phone service or to change your subscription to any other phone service then offered by Bright House Networks.

17. Interpretation; Severability

In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as described in this Agreement, and the remainder of this Agreement will remain in full force and effect.

18. Consent to Electronic Notice

Unless otherwise specified, all notices described in this Agreement or required under applicable law will be provided by Bright House Networks by such means as Bright House Networks will determine in its discretion. Without limiting the foregoing, you agree that Bright House Networks may provide any of these notices via email or posting on a website, including (without limitation) notice of changes to this Agreement and the Terms of Use or the Privacy Notice.

19. Waiver

Failure by Bright House Networks to enforce any of its rights under this Agreement will not constitute a waiver of any such rights. No waiver by either party of any breach or default will be deemed to be a waiver of any preceding or subsequent breach or default.

20. Choice of Law

This agreement is governed by the laws of the State of Michigan, without regard for its choice of law provisions.