

# **ARMSTRONG TERMS AND CONDITIONS OF USE OF SERVICES AND PRODUCTS**

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## **I. DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

Account	The account created for You by Armstrong which reflects, and is tied to, the Service(s) to which you subscribe.
Affiliate	With respect to an entity, an Affiliate is any entity which controls, is controlled by, or is under common control with, such entity.
Agreement	These Armstrong Terms and Conditions of Use of Services and Products, (as amended, supplemented, or replaced from time to time), including any Law, Tariff, or Other Terms or Conditions. The Agreement also includes, as applicable, any other policy or terms and conditions which may be posted on the Website or any other Armstrong-owned or Armstrong-controlled website from time to time, any terms and conditions related to any software included in the Armstrong Equipment installed by You or on Your behalf in connection with the Service(s), any special terms and conditions related to specific types of Service(s) to which You may subscribe, any price list(s) and/ or Tariff(s) filed by Armstrong with the FCC and / or the applicable local state or federal agency, any work orders between You and Armstrong, and any other written agreements, terms, conditions and / or policies provided to You from time to time by Armstrong, including, without limitation, those contained in any Commercial Services Agreement or Reseller Agreement between Armstrong and You and any Subscription Agreement between Armstrong and You.
Armstrong	Armstrong Utilities, Inc., Armstrong Telecommunications, Inc. and / or Armstrong Digital Services, Inc., (or any successor in interest to such entities) depending upon to which Service(s) you subscribe. With respect to the <a href="#">Electronic Billing Program</a> and <a href="#">Acceptable Use Policy</a> , “Armstrong” also includes Armstrong Telephone Company, <sup>1</sup> Armstrong Telephone Company North, and /or Armstrong Telephone Company – Northern Division. For the purposes of indemnification, limitations of liability, and limitations of warranties, guarantees, or representations, “Armstrong” also includes the employees, officers, directors, suppliers, agents, contractors, and Affiliates of the Armstrong entities listed above.

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<sup>1</sup> Armstrong Telephone Company – MD, Armstrong Telephone Company – NY, Armstrong Telephone Company – PA, Armstrong Telephone Company - WV

## Armstrong Terms and Conditions of Use of Services and Products

Armstrong Equipment	Armstrong-provided hardware, software, or downloads and related accessories, including any upgrades, modifications, or enhancements of such hardware, software, or downloads made by Armstrong from time to time.
Cable Act	Cable Communications Policy Act of 1984, Pub. L. 98-549.
CPNI	Certain information defined in the Telecommunications Act as “customer proprietary network information.” See the <a href="#">relevant section</a> of the <a href="#">Privacy Policy</a> for further information.
Customer	The Account holder for the Service(s), as well as anyone else who is using the Service(s) through such Account or who is using the Armstrong Equipment. Also referred to as You or Your.
Customer Equipment	The equipment, software, and / or applications provided by You from time to time, including but not limited to, a computer, television, or gaming system. All Customer Equipment must meet certain minimum system requirements, which Armstrong may change from time to time. The minimum system requirements can be found at <a href="http://www.armstrongonewire.com">www.armstrongonewire.com</a> .
Customer Information	Information that would personally identify a customer, such as a name, address, or telephone number, information pertaining to a customer’s billing records, and / or certain information pertaining to a customer’s Service(s). See the <a href="#">Privacy Policy</a> for further information.
Digital Millennium Copyright Act	Digital Millennium Copyright Act, Pub. L. 105-304.
DMCA	Digital Millennium Copyright Act.
Electronic Billing Program	A program run by a third-party vendor through which You may enroll to have the then-current balance of Your Account automatically charged to Your credit card or automatically debited from Your checking or savings account. The Electronic Billing Program has <a href="#">additional terms and conditions</a> .
Internet Equipment	A cable modem or other modem and related software or equipment, including an Ethernet card and wiring relating to its installation (passive and active devices), as well as any updates, patches, or other modifications thereto, provided to You by Armstrong as part of the internet service to which You subscribe from Armstrong. Any Internet Equipment supplied by Armstrong, including any wiring installed by Armstrong (including passive and active devices) up to the point of twelve

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(12) inches from where the wiring enters Your Premises, is, and will remain, the property of Armstrong and will be deemed to be Armstrong Equipment.

Law	All applicable international, federal, state, and local laws, rules, and regulations that cannot be amended or otherwise modified by agreement between You and Armstrong,
OCILLA	Online Copyright Infringement Liability Limitation Act.
Online Copyright Infringement Liability Limitation Act	Online Copyright Infringement Liability Limitation Act of 1998, 17 U.S.C. §512.
Other Terms and Conditions	Any other written terms, conditions, and policies incorporated herein by reference or otherwise provided to you by Armstrong from time to time, including, without limitation, any third-party end user licenses or other third-party agreements.
Person	An individual, entity, or business organization.
Premises	The residence, office, or other premises where You keep the Armstrong Equipment, and such other portions of such residence, office, or other premises necessary for installation and or servicing of the Armstrong Equipment.
Private Residence	A dwelling, living quarters, hotel guest room, hospital patient room, dorm, sorority or fraternity house, or boarding house. A Private Residence also includes the residential portion of a Premises which is used for both business and residential purposes.
Service Fee(s)	All charges, fees, and taxes associated with the Service(s). Such Service Fee(s) may include, but are not limited to, (i) installation charges, (ii) monthly service charges, (iii) charges for the use of Armstrong Equipment, (iv) service call charges, (v) applicable federal, state, and local taxes, (vi) franchise fees, (vii) any fees or payment obligations imposed by governmental or quasi-governmental bodies (including those applied retroactively) for the sale, installation, use, or provision of the Service(s), (viii) regulatory recovery fees for government fees or assessments imposed on Armstrong, (ix) fees imposed on Armstrong for programs in which Armstrong participates such as 911/E911, universal service, and telecom relay services, and (x) any other fee, penalty, or charges permitted under this Agreement for the Service(s) and/or Armstrong Equipment.

Service(s)	The Armstrong cable, internet, and / or telephone services to which You have subscribed from time to time. The Services do not include Armstrong owned or controlled websites such as <a href="http://www.armstrongonewire.com">www.armstrongonewire.com</a> or <a href="http://www.armstrongmywire.com">www.armstrongmywire.com</a> . Those websites have their own terms of service and policies that are accessible directly from those sites.
Tariff	All applicable schedules or lists of rates and other charges on file with the FCC, a state utility commission, or other state or federal agency with jurisdiction. The Tariffs can be found at <a href="http://www.armstrongonewire.com/support/tariffs">www.armstrongonewire.com/support/tariffs</a> .
Telecommunications Act	Telecommunications Act of 1996, Pub.L. No. 104-104.
Video Service	The provision of video programming over wires or cables located at least in part in public rights-of-way, regardless of the technology used to deliver that programming, including internet protocol technology or any other technology. A complete definition can be found in Section 1332.21 (J) of the Ohio Revised Code
Website	<a href="http://www.armstrongonewire.com/policies">http://www.armstrongonewire.com/policies</a> .
You	The Account holder for the Service(s), as well as anyone else who is using the Service(s) through such Account or who is using the Armstrong Equipment. Also referred to as Your or Customer.
Your	The Account holder for the Service(s), as well as anyone else who is using the Service(s) through such Account or who is using the Armstrong Equipment. Also referred to as You or Customer.

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## **II. ABOUT THIS AGREEMENT**

### **A. GENERAL INFORMATION**

This Agreement is between You and Armstrong. It sets forth the terms and conditions upon which Armstrong agrees to provide the Service(s) to You, and under which You agree to use the Service(s).

This Agreement specifically incorporates and includes by reference the following additional items:

- Any and all applicable Law(s);
- Any applicable Tariff(s) on file with the FCC, a state utility commission, or other state or federal agency with jurisdiction over You, Armstrong, or the Service(s);
- Any Other Terms and Conditions;

- Any other items identified in the definition of “[Agreement](#).”

In order to use, and to continue using, the Service(s), You must agree to, and abide by, the terms, conditions, and policies of this Agreement, including any of the additional items listed above. By using and / or paying for the Service(s), You represent that You are of legal age (if an individual) or a duly organized entity (if a business or other organization) and that You are authorized to enter into and be bound by this Agreement. You also represent that You have provided to Armstrong, and will promptly update, information that is accurate, complete, and current, including, without limitation, Your name, address, telephone number(s), the number of devices on which or through the Service(s) are being provided, and payment information. If You do not agree to, or if you cannot comply with, all of the terms and conditions of this Agreement, You must immediately (i) stop using the Service(s) and (ii) notify Armstrong so that Armstrong may close Your Account and disconnect the Service(s).

Armstrong reserves the right to amend, modify, supplement, or replace (i) any or all of the terms, conditions, and policies set forth in this Agreement, (ii) any other terms, conditions, or policies incorporated into this Agreement by reference, or (iii) any prices or fees at any time, for any reason, with or without advance notice of any kind. Armstrong may make such amendment or other change effective through one or both of the following methods: (I) by posting any such amendments or other changes to the Website or (II) by providing You with a hard or soft copy of any such amendments or other changes. Because notices may appear solely on the Website, You agree that You will check the Website from time to time for any amendments or other changes. If You find an amendment or other update to be unacceptable, You may cancel Your Service(s). However, Your continued use of the Service(s) and / or Your payment to Armstrong for the Service(s) after the effective date of any amendments or other changes will constitute Your acceptance of such amendments or other updates. You may not amend or otherwise change this Agreement by making any handwritten, typed, or other changes to the Agreement for any purpose.

Armstrong reserves the right to make certain decisions or take certain actions as more fully detailed in this Agreement. In all events, unless applicable Law provides otherwise, Armstrong’s decisions and actions are in and at its sole and absolute discretion.

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## B. IMPORTANT ITEMS TO NOTE

This Agreement is a binding contract. It contains important information regarding Your legal rights and obligations to use the Service(s). PLEASE REVIEW THE AGREEMENT CAREFULLY. You are responsible for ensuring that Your use of the Service(s), and the use of Your Account by others, complies with the terms, conditions, and policies set forth in, or otherwise incorporated into, or referenced in, this Agreement, (including, without limitation, the [Acceptable Use Policy](#) and the [Privacy Policy](#)). IF YOU FAIL TO COMPLY WITH THESE TERMS AND CONDITIONS, ARMSTRONG HAS THE RIGHT TO TERMINATE THE SERVICE(S) PROVIDED TO YOU AND TO CLOSE YOUR ACCOUNT. If Armstrong takes this action, it may do so immediately and without prior notice to You.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). YOU CAN FIND FURTHER DETAILS IN THE SECTION OF THIS AGREEMENT ENTITLED [ARBITRATION](#).



This Agreement is subject to applicable Law, applicable Tariffs, and service guides.

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### **III. EQUIPMENT; ACCESS TO PREMISES**

Armstrong may provide You with new or reconditioned Armstrong Equipment of its choosing. Armstrong or its agent will supply and install any Armstrong Equipment necessary to connect to the Service(s). You may not sell, transfer, lease, encumber, or assign all or any part of the Armstrong Equipment to any third party. You will not allow the Armstrong Equipment to be serviced by anyone other than Armstrong's employees or agents. You will not relocate, tamper with, or modify any Armstrong Equipment or the Service(s). YOU ASSUME THE RISK OF ANY AND ALL DAMAGE AND LOSS, INCLUDING LOSS OF SERVICE(S), AS A DIRECT OR INDIRECT RESULT OF YOUR FAILURE TO COMPLY WITH THIS AGREEMENT. ADDITIONALLY, YOUR FAILURE TO COMPLY WITH THIS AGREEMENT MAKES ANY AND ALL WARRANTIES, IF ANY, NULL AND VOID. YOU WILL ALSO BE RESPONSIBLE FOR THE COST OF REPAIRING OR REPLACING ANY DAMAGED ARMSTRONG EQUIPMENT AND FOR THE COST OF ARMSTRONG SENDING AN EMPLOYEE OR OTHER AGENT TO THE PREMISES TO RESTORE THE SERVICE(S).

You grant to Armstrong the right to enter the Premises, at reasonable times and upon reasonable notice, in order to install, connect, disconnect, inspect, repair, replace in whole or part, update, and / or remove any Armstrong Equipment or the Service(s). You warrant that You are the owner or a tenant of the service address(es), and that You are authorized to grant access to the Premises. If You are not the owner of the Premises, You are responsible for obtaining any necessary approval from the owner (e.g., Your landlord) in order to grant Armstrong the necessary access to the Premises. In addition, if Armstrong requests, You agree to provide Armstrong with the name, address, and phone number of the owner and / or evidence that the owner has authorized You to grant Armstrong access to the Premises.

You understand that use of the Service(s) requires certain Customer Equipment. You are responsible for all self-installed and other Customer Equipment. You will allow Armstrong to install cable cards and other hardware, software, or downloads in or on the Customer Equipment in order to install, configure, maintain, and inspect the Service(s) and any equipment connected to the Service(s). IN NO EVENT WILL ARMSTRONG BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF THE INSTALLATION OR CONNECTION OF SUCH EQUIPMENT. You represent that You own the Customer Equipment or otherwise have the right to use it in connection with the Service(s). Armstrong has no responsibility for the operation, support, maintenance, or repair of any Customer Equipment that You elect to use with the Service(s) or the Armstrong Equipment. You have the sole responsibility for protecting all Customer Equipment from loss or damage including, but not limited to, power surges or failure, lightning, fire, flood, and acts of God. In addition, You are responsible for protecting the Service(s) and the Armstrong Equipment from theft and for securing the Customer Equipment against non-permitted users gaining access to the Service(s), (for example, You should secure Your wireless network to prevent unauthorized users from accessing it).

You acknowledge that the installation, use, inspection, maintenance, repair, and removal of the Armstrong Equipment may result in Service(s) outages or potential damage to Customer Equipment. Armstrong recommends that You backup all existing data files prior to such activities by copying them

to another storage medium. You assume the risk associated with all backups and /or Service(s) outages, whether caused by Your action or inaction.

You acknowledge that the existing telephone, cable, or other wiring inside the Premises (the “Wiring”) may not be able to support the Service(s) and/or the Service(s) in connection with other services that use the Wiring. Armstrong makes no representation or warranty that the Service(s) can be supported by the Wiring. You are responsible for maintaining and ensuring the usability of the Wiring. If You obtain services that use the Wiring from another provider, You will install separate wiring for such other provider’s services and ensure that the other service is disconnected from the Wiring. ARMSTRONG WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR LOSS OF ANY KIND RESULTING FROM THE INSTALLATION OR USE OF THE WIRING OR THE WIRING’S ABILITY OR INABILITY TO SUPPORT A SERVICE(S) AT ANY TIME EITHER ALONE OR IN CONNECTION WITH ANOTHER SERVICE AND/OR OTHER SERVICES THAT USE THE WIRING.

Certain uses and features of the Service(s) may require special software, applications, or access to the internet. Armstrong makes no representation or warranty that any software or application installed on the Customer Equipment, downloaded to the Customer Equipment, or accessed through the internet does not contain a virus, bot, Trojan horse, or other malware. It is Your sole responsibility to take appropriate precautions to protect the Customer Equipment from such dangers. Armstrong is not obligated to assist You in detecting or removing viruses and other malware. You acknowledge that Armstrong may charge You an additional fee for such service, if provided. ARMSTRONG WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR LOSS OF ANY HARDWARE, SOFTWARE, FILE, OR DATA RESULTING FROM A VIRUS OR OTHER MALWARE OR ANY ATTEMPT TO DETECT OR REMOVE A VIRUS OR OTHER MALWARE.

You waive all claims against Armstrong for interference, disruption, or incompatibility between the Armstrong Equipment and / or the Service(s) and any other service, systems, or equipment, including, but not limited to, the Customer Equipment. In the event of such interference, disruption, or incompatibility, Your sole remedy is to terminate the Service(s) in accordance with the section addressing [Termination](#).

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#### **IV. LIMITED WARRANTY; DISCLAIMER; YOUR REMEDIES**

ARMSTRONG PROVIDES THE ARMSTRONG EQUIPMENT AND THE SERVICE(S) “AS IS,” “AS AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. Armstrong does not warrant uninterrupted or error-free use or operation of the Armstrong Equipment, the Customer Equipment, or the Service(s). Armstrong does not warrant that any data or files sent by or to You will be transmitted in uncorrupted form, at any minimum speed, or within a reasonable period of time. Armstrong does not warrant that the Armstrong Equipment or the Service(s) will meet your requirements, or will operate as required, without delay, or without error. Armstrong is not liable for the content or loss of any data transferred either to or from You or stored by You, or, if You are a commercial subscriber, any of Your clientele, or other third parties, which may be affected by the Service(s). In the event that backup and restoration services are part of the Service(s), such services are not intended to be a comprehensive disaster recovery solution and Armstrong will not be liable for data loss or damage to servers or other equipment.

**ARMSTRONG DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF SERVICE(S) AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO THE LIMITATIONS IN THIS AGREEMENT, ARMSTRONG SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DAMAGES SUFFERED BY YOU, ANY USERS OF YOUR ACCOUNT, OR ANY THIRD PARTY, EXCEPT FOR THOSE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ARMSTRONG.**

Your sole and exclusive remedies under this Agreement are set forth in this Agreement. Certain limitations may not apply if Your state of residence does not permit the exclusion or limitation of implied warranties. In those states, Armstrong's liability is limited to the maximum extent permitted by Law.

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## **V. CHANGES TO SERVICE(S)**

Subject to Law or Tariff, Armstrong has the right to change or discontinue any portion of the Service(s), Armstrong Equipment, and rates or charges, at any time with or without notice. Armstrong may rearrange, delete, add to, or otherwise change programming, features, or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability, or Customer Equipment requirements. Armstrong may also preempt, without prior notice, specific programs advertised as available to You and determine what substitute programming, if any, will be made available and in what format. If Armstrong does give You notice, such notice may be provided on Your monthly billing statement, as a bill insert, in a newspaper, on the Website or another Armstrong-controlled website, or via any other permitted method of communication. If You find a change in the Service(s) unacceptable, You have the right to cancel the Service(s). However, if You continue to use and / or pay for the Service(s) after the change, this will constitute Your acceptance of the change. Armstrong is not responsible or liable for failure to deliver any programming, Service(s), features, or offerings or in any particular format except as otherwise required by Law.

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## **VI. PAYMENT TERMS AND CHARGES; CREDIT REPORTS**

### **A. FEES AND BILLING, GENERALLY**

Unless You and Armstrong have executed a written agreement to the contrary, the Service(s) are provided to You on a month-to-month basis. You will generally be billed monthly, in advance, for recurring Service Fees. Some non-recurring Service Fees, such as fees for on-demand or pay-per-view programming or for certain telephone calls or bandwidth usage, will be billed after Your use of such Service(s). Your first or last bill may be pro-rated if Your installation or disconnection occurs in the middle of a billing cycle. Depending on when in the billing cycle Your installation occurs, Your first bill may include pro-rated charges from the date You began receiving Service(s) as well as the Service Fees for the following month.

If You receive Service(s) under a promotion, You understand that You will be billed the regular Service Fees after the promotional period ends.

If You subscribe to telephone services as part of Your Service(s), and if You pay a flat fee for Your calling plan, that flat fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g. for 411) or a measured basis (e.g. for certain international calls). Generally, a measured call begins when the call is answered by the called party and ends when one party disconnects the call. However, some providers involved in international calls begin charging when the called party's line rings or after a minimum number of rings. If such a provider charges Armstrong using this method, then Armstrong will charge You for that call using this method.

If You exceed the bandwidth usage limit applicable to Your Service(s), You will be billed for such excess use in accordance with Armstrong's then-current pricing. See [Bandwidth Usage Limits](#) for more details.

You agree to pay all Service Fees as they become due. You acknowledge and agree that You are solely responsible for all charges incurred on Your Account or by or through Your use of the Service(s), including, without limitation, all orders for premium or additional services placed by Persons other than You, (including Persons under the age of 18).

Service Fees may be subject to change, including retroactively, if You or someone else (regardless of whether that someone else was authorized) uses Your residential Service(s) for commercial purposes. In such event, You will be responsible for the difference in Service Fees as it relates to such usage. You will also be responsible for indemnifying Armstrong for all claims, costs, expenses, penalties, and damages incurred by Armstrong as a result of such misuse (including reasonable attorney's fees).

You agree that Your use of the Service(s) may incur charges in addition to the Service Fees. Such charges may include, but are not limited to, charges from third parties, which may either be paid by You separately to such third party or may be reflected on the billing statement provided to You by Armstrong for the Service(s). Regardless of how such charges are billed and paid, You are solely responsible for the payment of all third party charges and applicable taxes incurred by You in connection with the use of the Service(s).

Armstrong will determine when to assess Service Fees. Failure to include all or part of such Service Fees in any particular billing statement does not waive Armstrong's ability to include all or any part of such Service Fees in any other billing statement. You will receive a billing statement from Armstrong periodically, in such frequency and in such manner as Armstrong may determine. Amounts reflected on such billing statements as due are to be paid in full no later than the date indicated on such billing statement. If You make partial payments, and if Armstrong accepts such partial payments, Armstrong may apply the payments in any manner to any amounts outstanding. Armstrong's acceptance of a partial payment does not constitute a waiver by Armstrong of the remaining balance.

If You, in good faith, dispute all or a portion of the Service Fees or any other charges identified in Your billing statement, You must still timely pay the undisputed portion of the amount due. You must notify Armstrong of any billing errors or make other requests for credit within (i) sixty (60) days from the date of the Armstrong billing statement containing the disputed charge, or, if You do not receive a billing statement, the date such charge was posted to Your online account, or (ii) the time period required by Law if such time period is greater than sixty (60) days. If You fail to notify Armstrong of such dispute within the time period outlined above, You will have waived any dispute. To the extent You opt out of receiving written billing statements, You acknowledge that You do so for Your own convenience. You also acknowledge that You are solely responsible for monitoring Your account,

either online or by contacting customer service, to the same extent as if You received written or electronic monthly billing statements.

Armstrong reserves the right to change its prices and fees at any time, with or without notice to You. If Armstrong chooses to provide notice of a change in prices or fees, such notice may be posted on the Website or another Armstrong owned or controlled website or may be provided to you in hard or soft copy. Not all fees apply to all services comprising the Service(s). Pricing information for the Service(s) can be found at <http://www.armstrongonewire.com/>.

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## B. CABLE CARDS AND NAVIGATION DEVICES

Depending on the Services to which You subscribe, You may see a separate charge on Your bill for certain Armstrong Equipment. The charges vary from device to device and may change from time to time, including, without limitation, for promotional or other special packages. If You choose to use a cable card in lieu of Armstrong Equipment, the current cost for a cable card is \$3.50. Note that, even if You use a cable card, You may still incur charges for certain Armstrong Equipment used in addition to that cable card.

In order to receive certain Service(s), You will need to utilize equipment generally known as a set-top box (e.g. a digital adapter, set-top converter, navigation device, or digital cable-ready television, any of which may use a cable card in place of a converter). You may rent a set-top box from Armstrong, or You may buy one at a retail outlet. If You choose to buy a set-top box at a retail outlet, You should be aware that there may be limitations on the use of such set-top box with the Service(s). You should make sure that any set-top box that You purchase is compatible with Armstrong's system and security protocols. Due to device limitations, digital cable-ready devices using a cable card only receive "one-way" services. Such devices cannot receive "two-way" services such as video on demand or switched digital video services. In some cases, this technological limitation may be overcome with a tuning adapter. Please call Armstrong's customer service department if You have questions about retail set-top boxes.

You should note that set-top boxes that have descramblers in them may be illegal to use in Your area. Armstrong is required to protect its scrambled services, therefore it cannot permit the use of any converter / descrambler that does not conform to all required signal security specifications. People who use illegal converters / descramblers may be subject to prosecution for [cable theft](#).

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## C. TERMINATION OF SERVICES

Upon termination of the Service(s) and return of all Armstrong Equipment undamaged, (normal wear and tear excluded), You will be credited on a pro-rata basis for any monthly Service Fees prepaid and unused. See the section addressing [Termination](#) for more details.

If the Service(s) are disconnected for nonpayment, You may be required to pay a reconnect fee in addition to all past due charges before the Service(s) are reconnected.

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## D. CREDIT REPORTS AND CREDIT REPORTING OR COLLECTIONS AGENCIES

You authorize Armstrong to make inquiries and to receive information about Your credit experience from others, to enter this information into Your file, and to disclose such information concerning You to appropriate third parties for reasonable business purposes. Third parties to whom Armstrong may release this information include, but are not limited to, credit bureaus and / or collection agencies.

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## VII. PAYMENT METHOD

You will pay Armstrong in immediately available funds using one or more payment methods that Armstrong may offer from time to time. Armstrong may change the acceptable methods of payment from time to time.

If Armstrong does not receive timely payment, You agree to pay all amounts due, including any late charges which Armstrong may impose, upon demand. See the section addressing [Payment Default](#) for further details.

You are solely responsible for protecting the security of Your personal information which You provide to any third parties in connection with payment transactions.

If You pay by credit card or through any other third party, including, but not limited to, CheckFree or Online Resources, Your payment will be governed by the card issuer agreement for that card or other agreement relating to the third party service, and You must refer to that agreement for Your rights and liabilities.

If You make payment(s) by check, You authorize Armstrong to collect Your check electronically. If Your check is returned for non-sufficient funds, if permitted by Law or any applicable Tariff or other regulatory process, Armstrong may charge You \$25. You may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), releases, or other statements written, typed on, or accompanying checks or other payments accepted by Armstrong; any such notations will have no legal effect.

Armstrong contracts with a third party vendor to provide its Electronic Payment Program. Please see the section entitled [Electronic Payment Program](#) for more details.

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## VIII. PAYMENT DEFAULT

Armstrong does not extend credit to its customers and expects You to pay for the Service(s) in a timely manner. Any late fee or other fee, charge, or assessment that Armstrong may impose due to Your failure to pay Your bill in a timely manner is liquidated damages intended to be a reasonable estimate of Armstrong’s costs resulting from late payments or non-payments.



In addition to the other remedies provided for in this Agreement or under law or equity, if You fail to pay any amount due to Armstrong or if any such payment is not in accordance with the terms of this Agreement, Armstrong may do any or all of the following:

- Suspend Your Service(s), without liability or penalty, until You pay all amounts due. Upon Armstrong's receipt of such payment and any other fees or charges assessed for the reconnection of the Service(s), the Service(s) will be restored within five (5) business days; and / or
- Charge You a set fee as permitted by Law and in accordance with Armstrong's then current list of prices and penalties.

In addition to all other sums payable under this Agreement, You will reimburse Armstrong for the reasonable costs and expenses incurred by Armstrong in connection with all actions taken to enforce collection or to preserve and protect Armstrong's rights under this Agreement, whether by legal proceedings or otherwise, including, without limitation, reasonable attorneys' fees, court costs, collection agency fees, and other expenses.

In the event that any balance is more than ninety (90) days in arrears, or in the event that You are more than thirty (30) days in arrears more than three (3) times in any twelve (12) month period, Armstrong will be entitled to (i) terminate this Agreement and the provision of the Service(s) immediately upon notice to You, in which case any and all monies that are due to Armstrong for the balance of the then-current term will become immediately due and payable and Armstrong will be entitled to collect such sum, and / or (ii) pursue any other remedies which may be available to it under law or equity. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.

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## **IX. PROHIBITED USES OF THE SERVICE(S) AND ARMSTRONG EQUIPMENT**

### **A. IN GENERAL**

You will not use the Armstrong Equipment or the Service(s), directly or indirectly, for any unlawful purpose. Use of the Armstrong Equipment or Service(s) in violation of any Law is strictly prohibited.

You will not, and You will not permit any other Person to,

- Service, alter, modify, or tamper with the Armstrong Equipment or Service(s) (other than an Armstrong employee or authorized agent);
- Restrict, inhibit, or otherwise interfere with the ability of any other Armstrong customer or other authorized Person to use or enjoy the Armstrong equipment or service(s) which they are entitled to use or enjoy;
- Knowingly disrupt the Service(s) or the service(s) provided to other Armstrong customers or other authorized Persons; or

- Resell or redistribute the Service(s) or otherwise charge others to use the Service(s), in whole or in part, directly or indirectly, on a bundled or unbundled basis. The limitation on resale or redistribution of access includes, but is not limited to, use of the internet service for operation as an internet service provider or other hosting applications such as the provision of email, FTP, Telnet, Rlogin, email hosting, web hosting or other similar access, regardless of whether such use is for personal use or for use by any business enterprise. The foregoing restriction will not apply to You if, and to the extent that, You and Armstrong have entered into a Reseller Agreement or a Commercial Service Agreement that permits You to resell or redistribute the Service(s).

You acknowledge that You are agreeing to this Agreement on behalf of all Persons that use the Armstrong Equipment and / or the Service(s) through any Customer Equipment or Your Account. You have the sole responsibility for ensuring that all such other users understand and comply with the terms of this Agreement. You further acknowledge and agree that You are solely responsible and liable for any and all breaches of this Agreement, whether such breach is the result of the use of the Service(s) and / or Armstrong Equipment by You or by any other user of Your Account or the Customer Equipment.

Armstrong has the right, but not the obligation, to monitor and / or investigate any violation or alleged violation of this Agreement and to take any steps it deems necessary or desirable to prevent violations of this Agreement from occurring or continuing.

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## B. IF YOU ARE A COMMERCIAL CUSTOMER

The Service(s) are for Your business use only and are to be used solely in Your business enterprise and not in any Private Residence. You acknowledge that certain features of the Service(s) that are available to residential customers are not available to You, including, by way of example, video on demand and certain premium channels.

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## C. IF YOU ARE A RESIDENTIAL CUSTOMER

The Service(s) are for Your personal, non-commercial use only and are to be used solely in a Private Residence and not in a commercial setting. You expressly agree that any programming provided with the Service(s) will be utilized solely for Your personal, non-commercial use and will not be duplicated except as may be permitted by applicable Law and with Armstrong's prior written approval.

Any commercial use of the Service(s) is strictly prohibited and, in addition to all Service Fees, Armstrong may charge You for making commercial use of the Service(s). In addition, Armstrong may suspend or terminate Your Service(s). You will be responsible for indemnifying and holding Armstrong harmless from any and all claims, fees, penalties, expenses, or other charges incurred by Armstrong as a result of Your prohibited use of the Service(s) (including reasonable attorney's fees).

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## D. NO UNAUTHORIZED DEVICES

You agree that You will not attach, or permit any other Person to attach, any unauthorized device to Armstrong's network, the Armstrong Equipment, or the Service(s). You further agree that You will not attach, or permit any other Person to attach, any equipment or device to Armstrong's network, the Armstrong Equipment, or the Service(s) which impairs the integrity of the network, degrades the network's signal quality or strength, or creates signal leakage. If You engage in any of the above activities, Armstrong may terminate Your Service(s) and You will indemnify Armstrong for any liability, damages, or costs (including attorney's fees and disbursements) incurred by Armstrong as a result of such unauthorized or interfering attachments.

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## E. ACCEPTABLE USE POLICY

### 1. In General

This Acceptable Use Policy is designed to help protect the Service(s), Armstrong's customers, and other users of similar services from irresponsible or illegal activities. By Your use of the Service(s), You agree to the terms of this Acceptable Use Policy as they may be amended, modified, supplemented, or replaced from time to time with or without prior notice as provided in the section of this Agreement entitled [About This Agreement](#). Except as otherwise set forth herein, the following limitations apply independently to each of the services that constitute the Service(s).

Armstrong may immediately terminate this Agreement and the Service(s) if You engage in any of the activities prohibited by this Acceptable Use Policy. You agree to indemnify and hold harmless Armstrong against any and all claims and expenses (including reasonable attorney's fees) resulting from Your, or anyone with access to Your Service(s), engaging in any of the prohibited activities or violating any applicable Laws.

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### 2. Objectionable Content

You acknowledge that some portions of the Service(s) may be used to view or transmit content that You may find offensive, objectionable, or inappropriate for viewing by other Persons, such as adult images and other material that may be sexually explicit, obscene, offensive, or otherwise unsuitable for minors under the age of 18 or any other Persons or materials that may violate laws, rules, or regulations or that may violate Your protected rights or the rights of others. ARMSTRONG ASSUMES NO RESPONSIBILITY FOR THIS CONTENT OR MATERIAL and, if You or another Person using Your Service(s) accesses such material You or the other Person does so at Your / his / her / its own risk. You agree that the supervision of use of the Service(s) by any Person, including a minor, is Your responsibility and that Armstrong is not responsible for access by You or any other users to objectionable or offensive content. ARMSTRONG WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR ANOTHER PERSON. Questions or complaints about such content should be addressed to the content provider.

Armstrong provides certain features that allow You to limit access to certain kinds of content. If You would like to know about such features or have questions about applying such features, please call an Armstrong customer service representative for assistance.

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### 3. End Users

You are responsible for any misuse of the Service(s), whether by authorized or unauthorized end users. Therefore, You must take steps to ensure that others do not gain unauthorized access to the Service(s). You are solely responsible for the security of: (i) any device You choose to connect to the Service(s), including any data stored or shared on that device; and (ii) any access point to the Service(s).

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### 4. No Tampering or Interference

You will not, and You will not permit others to, restrict, inhibit, or otherwise interfere with, the ability of any other Person to use or enjoy the Armstrong Equipment or the Service(s).

You will not, and You will not permit others to, provide network services to others via the Service(s).

You will not, and You will not permit others to, permit the connection of the internet Service and any Armstrong Equipment to any computer or other internet-ready device located outside of the Premises.

You will not, and You will not permit others to, service, alter, modify, tamper with, disassemble, or reverse engineer, to the extent applicable, the Armstrong Equipment or any Service(s) or permit any other Person who is not authorized by Armstrong to do the same and then, only to the extent so authorized in writing.

### 5. No Illegal, Fraudulent, or Deceptive Use

You will not, and You will not permit others to, use the Armstrong Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, transmission or storage of any information, data, or material in violation of any Law, or to engage in any conduct that may constitute a criminal offense or give rise to civil liability, or could otherwise violate a local, state, federal, or international law, order, or regulation.

You will not, and You will not permit others to, use the Service(s)

- To violate any applicable Law, nor any applicable regulations, orders, or similar authorities (including, but not limited to, the Children's Online Privacy Protection Act);
- To undertake any conduct that may give rise to civil or criminal liability; or
- For any other improper purpose.

For purposes of illustration and in no way limiting the foregoing, You will not, and You will not permit others to, use the Service(s) to commit a crime, act of terrorism, fraud, or deception, or to plan, encourage, or help others to commit a crime, act of terrorism, fraud, or deception.

You will not, and You will not permit others to, post or transmit any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

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#### 6. No Intellectual Property Infringement

You will not, and You will not permit others to, use the Service(s) to send or receive any information which infringes, dilutes, misappropriates, or otherwise violates the patents, trademarks, copyrights, trade secrets, or proprietary rights of any other Person, including, without limitation, those of Armstrong. This includes, but is not limited to, digitization of music, movies, photographs, or other copyrighted materials or software.

You will not, and You will not permit others to, upload, post, publish, transmit, reproduce, create derivative work from, disassemble, reverse engineer, or distribute in any way, information, software, or other material, which is protected by copyright or other proprietary right, without obtaining the permission of the owner.

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#### 7. No Unsolicited Advertising; No Harvesting; No Telemarketing

You will not, and You will not permit others to, use the Service(s) to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to any Person except in those areas and on those websites that are designated for such a purpose.

You will not, and You will not permit others to, use the Service(s) to participate in the collection of large numbers of email addresses, screen names, or other user information (without such user's prior consent), or participate in any other action or activity which could constitute spidering or harvesting. You will not, and You will not permit others to, use the Service(s) to use software, including spyware, which facilitates such activities.

If You are a residential customer, You will not, and You will not permit others to, use the Service(s) for mechanized uses, including telemarketing (including the use of auto-dialers) or fax-marketing (including the use of fax machines for fax broadcasting or fax blasting). Additionally, You will not, and You will not permit others to, use the Service(s) to operate a business (including a home-based business, a non-profit, or any other commercial activity), operate a call center, chat room, or similar operation, or engage in activities that generate minutes that result in revenue-sharing by the subscriber.

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8. *No Threats, Harassment, or Objectionable Material*

Except in each case to the extent permitted by applicable Law, You will not, and You will not permit others to, use the Service(s) to transmit or receive any material that threatens or encourages bodily harm or destruction of property, which harasses, abuses, defames, libels, slanders, or invades the privacy of any other Person, which is obscene, indecent, pornographic, sadistic, cruel, racist in content, or of a sexually explicit or graphic nature, or which espouses, promotes, or incites bigotry, hatred, or racism or is otherwise unlawful.

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9. *No Harm to Minors and Other Third Parties*

You will not, and You will not permit others to, use the Service(s) to harm or attempt to harm a minor (any person under the age of 18) or other third-party, which may include, but is not limited to, using the Service(s) to send or receive pornographic, obscene, or profane materials.

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10. *No Hacking*

You will not, and You will not permit others to, use the Service(s) to access the computers, accounts, equipment, systems, networks, software, or data of others or to attempt to penetrate security measures of the Service(s)' systems or the systems of another Person or to cause a disruption of the Service(s) to another Person without the knowledge and consent of such Person. You will not, and You will not permit others to, use tools designed for compromising security of the Service(s)' systems, such as password-guessing programs, cracking tools, packet sniffers, or network probing tools. You will not, and You will not permit others to, access or attempt to access any other Person's computer, software, or data without the knowledge and consent of such Person. You will not, and You will not permit others to, gain access, or attempt to gain access, to the private systems or data of Armstrong or any third party without the prior consent of Armstrong or the third party, as applicable.

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11. *No System Disruption*

You will not, and You will not permit others to, use the Service(s) to disrupt any services or equipment of Armstrong or other Armstrong customers.

You will not, and You will not permit others to, use the Service(s) to disrupt any other services, including but not limited to the services of internet service providers through including, without limitation, posting or transmitting any information or software that contains a virus or other malware or generating levels of traffic sufficient to impede others' ability to send or retrieve information including, without limitation, email bombing, news bombing, or the use of mass mailing programs. For the avoidance of doubt, email bombing constitutes sending more than ten (10) similar messages to the same email address and news bombing constitutes sending more than 5Mb of data to a newsgroup.

You will not, and You will not permit others to, subscribe to any email list or service on behalf of a third party without that third party's consent.

You will not, and You will not permit others to, disrupt or interfere with the normal operation of Armstrong's systems, networks, or activities in any way that adversely affects the ability of other Persons or systems to use Armstrong's services or the internet, including, but not limited to, (i) denial of service attacks, (ii) flooding of networks, (iii) attempts to overload a service, and (iv) attempts to cause system crashes. You will not use any unauthorized program to connect to any internet relay chat service, including, but not limited to, IRC bots or clonebots.

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12. No Impersonation or Forgery; No Changes to Internet Protocol

You will not, and You will not permit others to, impersonate, nor allow others to impersonate, another user, falsify Your or another's user name, account number, company name, age, or identity in connection with the use of the Service(s) or engage in any similar fraudulent activity, such as phishing. You will not, and You will not permit others to, forge any communication originating or passing through any medium made available by the Service(s), including, but not limited to, the falsification, alteration, or removal of message headers.

You will not, and You will not permit others to, access and / or use the Service(s) with anything other than a dynamic internet protocol (IP) address that adheres to the dynamic host configuration protocol (DHCP). You will not, and You will not permit others to, configure the Service(s) or any Armstrong Equipment, Customer Equipment, or other equipment to access or use a static IP address or use any protocol other than DHCP unless You subscribe to a Service that expressly permits You to do so.

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13. No Equipment Tampering; No Software Distribution

You will not, and You will not permit others to, service, alter, modify, or tamper with any Armstrong Equipment or Service(s) or permit any other Person to do the same without Armstrong's prior authorization.

You will not, and You will not permit others to, copy, distribute, or sublicense any proprietary software provided in connection with the Service(s) by Armstrong or any third party (with the exception of one copy for back-up / disaster recovery purposes).

You will not, and You will not permit others to, distribute software programs that make unauthorized changes to other software (e.g. cracking).

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14. No Theft of Cable Service

The Federal Communications Policy Act of 1934, as amended by the 1992 Cable Act, prohibits the unauthorized connection to, or use of, cable service. Civil and criminal penalties exist for manufacturers, suppliers, and users of unauthorized cable devices. This federal theft-of-service law supplements any existing state or local laws, and prohibits the unauthorized interception or receipt of any communications service over a cable system and provides a federal remedy against any Person who engages in such conduct. This would include the theft of audio, video, textual, data, or other

service, including data transmitted to or from a customer over a system that has interactive capability. The law applies to both manufacturers and distributors of equipment, as well as to individual subscribers.

Under this federal legislation, Armstrong may seek substantial monetary damages for the theft of its cable services. If the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of 5 years' imprisonment for subsequent offenses.

Cable converters that have descramblers in them (so-called "pirate boxes" or "black boxes") are illegal to use on Armstrong's cable system. Because of the need to protect its scrambled services, Armstrong will not authorize the use of any converters (home terminals), pay-per-view boxes, or other descramblers not provided by Armstrong.

Armstrong conducts routine audits of its cable system to identify theft of service, and, where theft of service is found, intends to prosecute to the fullest extent of the law. Unauthorized use of cable service hinders Armstrong's ability to provide quality reception to its paying customers. It can also cause interruptions in air traffic control signals and rob Your community of important tax dollars. To report a violation, please contact Your local Armstrong office or Armstrong's customer service center.

You will not, and You will not permit others to, tamper with any Armstrong Equipment or any other part of Armstrong's cable network in order to engage in the theft of cable services. You acknowledge that it would be difficult, if not impossible, for Armstrong to calculate the damages resulting from Your theft of cable services or from Your tampering with Armstrong Equipment or Armstrong's network, including, but not limited to, the lost revenue. Given the difficulty of assessing the damages, You agree that Armstrong may assess against You liquidated damages in the amount of \$500.00 per device used to receive unauthorized cable services plus the cost to replace or repair any damaged Armstrong Equipment or the Armstrong network.

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#### 15. No Spamming or Similar Activities

You will not, and You will not permit others to, use the Service(s) to send unsolicited messages or materials, bulk email, or other forms of solicitation to ten (10) or more destinations, or any series of unsolicited electronic messages to a single destination (either of which will be deemed to be spamming). Armstrong reserves the right to determine whether any such posting or transmission constitutes unsolicited messages or materials and may limit, delay, not deliver, block, filter, or delete excessive emails or emails with an excessive number of recipients or large attachments. This prohibition against spamming is designed to maintain the quality of the Service(s) for all customers. You are responsible for maintaining confirmed opt-in records and must provide them to Armstrong upon request. The term "opt-in" means that a recipient has signed up for mailings voluntarily. You will not, and You will not permit others to, use the Service(s) for purposes similar to spamming, such as flaming or denial or distributed denial of service attacks.

You will not, and You will not permit others to, use the Service(s) to collect responses from unsolicited bulk messages.

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16. No Abuse of Newsgroups and Compliance with Third Party Policies

You will not, and You will not permit others to, post a similar item to more than six (6) newsgroups or mailing lists. You will not, and You will not permit others to, post or transmit any private, third party email to any newsgroup or mailing list without the explicit approval of the sender. If You use the Service(s) to access chat areas, bulletin boards, USENET, or other services which promulgate rules, guidelines, or agreements governing the use of such services, You must adhere to such rules, guidelines, or agreements.

You will not, and You will not permit others to, install auto-responders, cancel bots, or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others. You will not, and You will not permit others to, engage in any of the above activities using the service of another provider but channeling such activities through an Armstrong account or a re-mailer, or using an Armstrong account as a mail draft for responses.

Armstrong reserves the right to discontinue access to any USENET newsgroup at any time for any reason.

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17. Prohibited Usage of Telephone Service

a. Commercial Customers

If You have a commercial account, You will not, and You will not permit other to, use Your telephone Service(s) (i) as, or to operate or use, an auto-dialer (including an automatic outbound dialing system or a call distribution system), (ii) to participate in fax-marketing (including the use of fax machines for fax broadcasting or fax blasting), (iii) as, or to operate, a call center, (iv) for data transmission (i.e. dial-up modem or other direct-phone-line access to the internet), (v) for accessing non-conversational services such as radio stations or chat lines.

Armstrong may investigate any usage of a commercial telephone Service to determine whether such usage is in violation of this Agreement and therefore subject to suspension or termination.

b. Residential Customers

If You have a residential account, You will not, and You will not permit others to, use Your telephone Service(s) (i) for commercial purposes, (ii) for data transmission (i.e., dial-up modem or other direct-phone-line access to the internet), or (iii) for accessing non-conversational services such as radio stations or chat lines.

Armstrong may investigate any usage of a residential telephone Service to determine whether such usage is in violation of this Agreement and therefore subject to suspension or termination.

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18. No Excessive Use of Bandwidth

You will not, and You will not permit others to, use an excessive amount of bandwidth over any network infrastructure for internet access or other functions using public network resources. Excessive usage may negatively impact the services provided to You and to other customers and places a heavy burden on Armstrong's network, especially during peak usage hours.

Your bandwidth usage will be considered excessive if it exceeds the limits outlined in the section of this Agreement entitled [Bandwidth Usage Limits](#).

Armstrong may investigate any bandwidth usage to determine whether such usage is in violation of this Agreement and therefore subject to suspension or termination.

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19. No Viruses

You will not, and You will not permit others to, use the Service(s) to transmit computer viruses, worms, Trojan horses, or other harmful software programs. You will use standard practices to prevent the transmission of such viruses or other harmful software.

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20. No Multiple Access

You may not maintain more than one simultaneous connection to each service comprising the Service(s), to an internet relay chat group, or to a newsgroup. At no time can there be simultaneous use of the same username and password combination. You will not use software or any device that would allow Your Account to stay logged on while you are not actively using the Service(s) or use the Account for the purpose of operating a server of any type.

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**X. TERM; TERMINATION**

**A. TERM**

This Agreement will be in effect from the date of the activation of the Service(s) until it is terminated by either party pursuant to this Agreement.

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**B. YOU MAY TERMINATE**

Unless You and Armstrong are parties to an executed agreement that provides otherwise, You may cancel the Service(s) and terminate this Agreement at any time for any or no reason by contacting Armstrong customer service and requesting cancellation. Cancellation of the Service(s) requires at least 24-hours notice. If You make arrangements with Armstrong to have any Armstrong Equipment



retrieved by an Armstrong employee or agent, such retrieval must be within ten (10) business days of the cancellation date.

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### C. ARMSTRONG MAY TERMINATE

Except as otherwise provided herein, or, for traditional (non-digital) telephone service, except as may be provided in the applicable Tariff, Armstrong may terminate this Agreement and stop providing the Service(s) as follows:

- At any time for any or no reason upon thirty (30) days' notice to You. Armstrong may provide such notice to You on Your billing statement;
- For non-payment, as provided in [Payment Default](#);
- Immediately, with or without prior notice to You:
  - If You breach or otherwise fail to comply with the terms of this Agreement;
  - If You or someone using Your Service(s) or the Armstrong Equipment engage in, or Armstrong or any third party reasonably believes that You are, or someone using Your Service(s) or the Armstrong Equipment is, engaging in or going to engage in any prohibited uses of any Service(s) or Armstrong Equipment;
  - If You or someone using Your Service(s) or the Armstrong Equipment uses the Service(s) or Armstrong Equipment in a way that is contrary to any other Armstrong policy or Law, whether now existing or hereafter adopted, or if Armstrong or any third party reasonably believes that You or someone using Your Service(s) or the Armstrong Equipment engaged in any of the foregoing;
  - If You or another authorized person on Your Account abuses or threatens Armstrong customer service representatives, service technicians, or other employees or authorized agents of Armstrong;
  - If a governmental or quasi-governmental body requests that Armstrong do so; or
  - If required by Law.

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#### D. EFFECT OF TERMINATION; RETURN OF EQUIPMENT

You agree to contact Armstrong customer service within thirty (30) days of termination of the Service(s) to make arrangements to return all Armstrong Equipment to Armstrong or to such other party as Armstrong may designate to You in writing. You will return the Armstrong Equipment in the same condition as when You received it, ordinary wear and tear excluded. Your failure to return all Armstrong Equipment upon termination of this Agreement in the time and manner specified by Armstrong will result in additional charges being assessed against You in accordance with Armstrong's then-current schedule of charges. Any such charges will be due immediately. If You fail to return any Armstrong Equipment in the time and manner specified by Armstrong, or if You return any Armstrong Equipment damaged, Armstrong may also require You to pay to Armstrong the manufacturer's suggested retail price for the replacement of such unreturned or damaged Armstrong Equipment, together with any incidental costs incurred by Armstrong relating to its replacement.

You will pay Armstrong in full for Your use of any Armstrong Equipment and the Service(s) up to the later of (i) the end of the monthly billing period in which the Service(s) were terminated or (ii) the date on which all Armstrong Equipment has been disconnected and returned to Armstrong.

If (i) You were required to place a deposit with Armstrong for the Armstrong Equipment, (ii) either (x) You terminate this Agreement and the Service(s) in accordance with this Agreement or (y) Armstrong terminates this Agreement for no reason upon thirty (30) days notice to You, and (iii) You return the Armstrong Equipment in the same condition as when You received it, ordinary wear and tear excluded, Armstrong will refund Your deposit within thirty (30) days following Armstrong's receipt of the Armstrong Equipment. If such Armstrong Equipment is not returned in accordance with the terms of this Agreement or if it is not returned in the condition required by this Agreement, Armstrong may apply any or all of such deposit to satisfy the charges assessed by Armstrong as permitted under this Agreement.

In addition, in the event of expiration or termination of this Agreement, Armstrong may, but is not required to, remove all or any portion of the Armstrong Equipment from the Premises. Armstrong's failure to remove the Armstrong Equipment will not constitute or be deemed an abandonment of the Armstrong Equipment and will not relieve You of Your obligation to return the Armstrong Equipment upon termination of the Service(s). You agree to provide Armstrong with access to the Armstrong Equipment at such times and on such dates as Armstrong may reasonably request. Such request will be made in advance if reasonably practicable, in which case You will provide access to Armstrong as soon as reasonably practicable under the circumstances. Notwithstanding the foregoing, Armstrong reserves the right to send its employees or agents to the Premises to collect the Equipment at its convenience and without providing prior notice.

If You do not return all Armstrong Equipment to Armstrong and / or if Your Account has a balance due, Armstrong may refer Your Account to a collection agency, which will pursue collection of such equipment and / or balance due. Fees incurred by Armstrong as a result of Armstrong's and its agents' efforts to collect past due amounts from You may be assessed upon You, in addition to any other fees due under this Agreement.

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## **XI. COPYRIGHT AND TRADEMARK**

### **A. ARMSTRONG'S COPYRIGHTS AND TRADEMARKS**

All documents and information posted to the Website or by Armstrong on any website owned or controlled by Armstrong are copyrighted materials of Armstrong. Such documents and information may not, under any circumstances, be resold or redistributed for any kind of compensation without the prior written consent of Armstrong. Requests for permission to reproduce or redistribute materials should be sent to [info@zoominternet.net](mailto:info@zoominternet.net).

The ARMSTRONG name and logo and all related product and service names, design marks, and slogans are the trademarks, service marks, or registered trademarks of Armstrong. You may not use any trademark or service mark owned by Armstrong without the prior written consent of Armstrong. All other products, trademarks, and service marks contained on websites owned or controlled by Armstrong are the products, trademarks, or service marks of their respective owners. You may not use any such other trademarks or service marks without the prior written consent of such mark's owner.

You may not "frame," or otherwise incorporate into another website or service, any of the content of the Website or any other website owned or controlled by Armstrong or any other intellectual property of Armstrong without Armstrong's prior written consent.

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### **B. DIGITAL MILLENNIUM COPYRIGHT ACT**

Armstrong complies with the Digital Millennium Copyright Act and the Online Copyright Infringement Liability Limitation Act. As required by OCILLA, Armstrong has a policy that reserves its right to suspend and / or terminate services to subscribers who repeatedly infringe copyrights. In the event that Armstrong receives a determination that any subscriber or account holder has infringed another's copyright through the use of Armstrong's system or network, Armstrong reserves the right to suspend and / or terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber.

Armstrong accommodates, and does not interfere with, standard technical measures to identify and protect copyrighted works, subject to the limitations of the DMCA and OCILLA. Such accommodation and non-interference is in accordance with reasonable network management procedures.

Notices related to claimed copyright infringements should be directed to the following designated agent:

Copyright Team  
Armstrong Utilities, Inc.  
437 North Main Street  
Butler, Pennsylvania 16001  
1-855-357-3215  
[dmca\\_notice@zoominternet.net](mailto:dmca_notice@zoominternet.net)

Under the DMCA, anyone who knowingly makes a misrepresentation regarding alleged copyright infringement may be liable to Armstrong, the alleged infringer, and the affected copyright owner for any damage incurred in connection with the misrepresentation.

Many copyright infringement notices encourage the subscriber to contact the copyright holder (or the copyright holder's agent) to discuss the alleged copyright infringement in order to come to a resolution or settlement. Armstrong does not write these notices or participate in the settlement. Armstrong has no relationship with the copyright holder (or the copyright holder's agent). Armstrong has no insight into the legitimacy of any infringement notice or the legitimacy of any settlement offer or other resolution and cannot answer questions about the notice or any such offer. If You receive a notice or infringement or an offer to settle, You are free to contact the copyright holder (or the copyright holder's agent) if You so choose. Armstrong cannot contact the copyright holder (or the copyright holder's agent) for You.

It is not uncommon for a subscriber to receive a copyright infringement notice for activities that the subscriber may not know took place. These activities can take place due to a virus or other malware, an unsecured network, or an unauthorized user. Note that You are responsible for all activities that occur with the use of Your Service(s). If You receive a copyright infringement notice for an activity that You did not know took place, Armstrong encourages You to use a virus detection program, engage a computer security professional, or take any other measure(s) that You may deem appropriate in order to secure Your computer and other Customer Equipment and the Armstrong Equipment.

If You receive a notice of copyright infringement and you believe in good faith that the notification is a misrepresentation, You can file a counter-notification that complies with the requirements of the DMCA. Counter-notices should be directed to the following designated agent:

Copyright Team  
Armstrong Utilities, Inc.  
437 North Main Street  
Butler, Pennsylvania 16001  
1-855-857-3215  
[copyrightinfringement@agoc.com](mailto:copyrightinfringement@agoc.com)

In all events, You agree that Armstrong will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

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## C. MATERIALS THAT YOU PUBLISH

Armstrong does not claim any ownership of any material that You publish, transmit, or distribute using the Service(s). By using the Service(s) to publish, transmit, or distribute material, You represent and warrant that the material complies with the provisions of this Agreement. You acknowledge that material that You publish, transmit, or distribute may be copied, republished, retransmitted, or redistributed by third parties and You agree to indemnify, defend, and hold harmless Armstrong for any harm resulting from these actions.

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## **XII. PRIVACY POLICY**

### **A. IN GENERAL**

Armstrong has a firm commitment to privacy. This Privacy Policy was created to help You understand what kind of information Armstrong collects as well as how Armstrong collects and uses Your personal information. By Your use of and / or payment for the Service(s), You agree to the terms of this Privacy Policy as they may be amended, modified, supplemented or replaced from time to time with or without prior notice as provided in the section of this Agreement entitled [About this Agreement](#). Except as otherwise set forth herein, the following limitations apply independently to each of the services that constitute the Service(s).

As a cable operator, Armstrong is subject to certain federal and state laws, rules, and regulations regarding the storage, usage, and disclosure of Customer Information. Section 631 of the Cable Act requires Armstrong to provide certain notices to its customers at the time a customer enters into an agreement with Armstrong to provide any cable or other service, and at least once a year during each year that such customer subscribes to such services from Armstrong. Such notices must include the following:

- The nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- The nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of person to whom the disclosure may be made;
- The period during which such information will be maintained by the cable operator;
- The times and places at which the subscriber may have access to such information;
- The limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of Section 631 of the Cable Act to enforce such limitations.

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### **B. INFORMATION THAT ARMSTRONG MAY COLLECT AND MAINTAIN**

Armstrong may collect and maintain the following Customer Information regarding You and Your use of the Service(s):

- Your name, address(es), telephone number(s), email address(es), and other identifying information;
- Billing records concerning payment of the Service Fees and other applicable charges, which may include credit card or bank account information;
- Records of reported trouble or communication with respect to the Service(s) or Armstrong Equipment;

- Letters or other correspondence received from You;
- Records of IP addresses that may be assigned to equipment connected to Your Service(s) from time to time;
- Call detail records;
- Records necessary to provide the Service(s) to You, such as the information necessary to provide an on-demand program and to bill You for such program, if applicable;
- Information regarding Your use of bandwidth, both uploading and downloading, which is necessary for Armstrong to manage its network, including management of congestion.

If You subscribe to cable services, the Cable Act prohibits Armstrong from using the Service(s) to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned, except for such information as is necessary to render cable service or other service provided by Armstrong to the subscriber or to detect the unauthorized reception of the Service(s). Armstrong may electronically test any system from time to time to determine whether You are being properly billed for the Service(s) that You are receiving.

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### C. USES FOR CUSTOMER INFORMATION; DISCLOSURE OF CUSTOMER INFORMATION

Customer Information is used to provide the Service(s) and collect Service Fees or other charges owed.

Armstrong will not intentionally disclose Customer Information except:

- To the extent necessary to conduct Armstrong's business, including (i) the provision of the Service(s) to You, including billing, maintenance or other service calls, marketing of new products that might interest you, and network management, and (ii) the collection of unpaid Service Fees or other charges, in which case it might be disclosed to collection agents, attorneys, or courts;
- To respond to court orders or legal process of any kind, including any administrative agency, or to establish or exercise its legal rights or defend against legal claims, or to respond to subpoenas or warrants that are valid where issued;
- To the extent Armstrong believes it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities (including unauthorized reception of services), suspected fraud, situations involving potential threats to the physical safety of any Person, violations of this Agreement, including this Privacy Policy, or as otherwise required or permitted by Law;
- With advertising companies who deliver ads to Armstrong for use on the Website or other websites owned or controlled by Armstrong and their respective content, who may use cookies to uniquely distinguish Your web browser to keep track of information relating to Your web browser, and who may collect and use information under their own privacy policies.

A governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order, (i) such governmental entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case and (ii) the subject of the information is afforded the opportunity to appear and contest such entity's claim. However, some investigations are governed by rules which prohibit Armstrong from informing the subscriber of any disclosure of personally identifiable information.

A non-government entity may obtain personally identifiable information concerning a subscriber pursuant to a court order, in which case Armstrong is required to notify the subscriber of the court order.

In certain instances, third party service providers may transmit, collect, and store personally identifiable information on Armstrong's behalf to provide certain features of the Service(s). These third parties are not permitted to use such personally identifiable information except as necessary to provide the relevant features.

Armstrong may also combine personally identifiable information which is collected pursuant to this Agreement with personally identifiable information obtained from third parties for purpose of creating enhanced databases or business records. Armstrong may use such databases or business records for marketing or other activities related to the provision of the various services offered by Armstrong from time to time. Armstrong may also maintain records of research concerning subscriber satisfaction and viewing habits.

Armstrong may sometimes disclose Your personally identifiable information to its Affiliates or to others who work for Armstrong. Armstrong may also disclose Your personally identifiable information to professional advisors (e.g. auditors, accountants, or attorneys), service providers and other vendors, potential business merger, acquisition, or sale partners, and regulators. Any such disclosures are made in accordance with the Cable Act, typically because they are necessary to conduct a legitimate business activity or because they are required by Law or legal process.

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#### D. RETENTION OF CUSTOMER INFORMATION

Generally, Armstrong will retain Customer Information as long as the Customer is an Armstrong customer and for such time thereafter as may be necessary to conduct Armstrong's business or as otherwise required or permitted by Law.

Some Customer Information (e.g., IP logs, maintenance records) may be retained for a shorter period of time depending on storage capacity, legal requirements, and Armstrong's document retention policy. For example, records pertaining to a piece of Armstrong Equipment that has been replaced with new equipment may be discarded before Your other Customer Information is discarded.

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E. NO KNOWING COLLECTION OF INFORMATION FROM CHILDREN

Armstrong does not knowingly collect personally identifiable information from children under the age of thirteen (13) and does not wish to collect any such information. Federal law requires web site operators who collect personal information from children under the age of thirteen (13) to first get parental consent. Children should always get permission from their parents before sending any information about themselves (such as their names, email addresses, and phone numbers) over the internet, to Armstrong or to anyone else.

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F. CUSTOMER MAY INSPECT FILES

Armstrong's files that identify the Customer personally may be inspected by the Customer at Armstrong's local business office, by appointment, during normal business hours (Monday through Friday, 08:00am Eastern Standard Time to 04:30pm Eastern Standard Time). The Customer must present appropriate proof of identity (such as a driver's license, passport, or other government issued picture identification document) before the Customer can access such files.

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G. CUSTOMER'S REMEDIES

If You feel that Your privacy rights have been violated by any Armstrong action, please contact the Armstrong customer service department in order to resolve Your question or concern.

Additionally, to the extent such dispute is not subject to arbitration pursuant to this Agreement, Section 631 of the Cable Act provides that any Person aggrieved by any act of a cable operator in violation of such section may bring a civil action in a United States district court and such court may award (i) actual damages but not less than liquidated damages computed at the rate of \$100 per day for each day of violation or \$1,000, whichever is higher, (ii) punitive damages, and (iii) reasonable attorneys' fees and other litigation costs reasonably incurred. The remedy provided in this section shall be in addition to any other lawful remedy available to a cable subscriber.

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H. LIMITATIONS; PRIVACY POLICIES OF THIRD PARTIES

This Privacy Policy governs only information that is collected by Armstrong in connection with the provision of the Service(s) to You. The Website, other websites owned or controlled by Armstrong, and / or the Service(s) may include features of other providers or links to other websites whose privacy policies Armstrong does not control, including but not limited to the privacy policies of third parties that provide products or services to You. This Privacy Policy does not govern information which may be collected through any of such third parties or their respective products or services, even if such products or services are accessed through any of the Service(s) and even if such products or services are co-branded with an Armstrong product or service. Your accessing of such features or websites and Your use of such third-party products or services is governed by the privacy policy(s) (if any) of the applicable third-party(s), which may be different (in some cases significantly different) from this



Privacy Policy. You are responsible for reading, understanding, and accepting the privacy policies of such other products, services, or websites.

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## I. SPECIAL PROVISIONS FOR TELEPHONE SERVICE

Section 702 of the Telecommunications Act requires Armstrong to abide by certain additional privacy restrictions with respect to customer information known as CPNI. The Telecommunications Act defines this CPNI to include the following information when matched to Your name, address, and / or telephone number:

- Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of Armstrong, and that is made available to Armstrong by the customer solely by virtue of the carrier-customer relationship;
- Information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of Armstrong.

CPNI does not include subscriber list information, which includes any information: (i) identifying the listed names of subscribers of Armstrong and such subscribers' telephone numbers, addresses, or primary advertising classifications, and (ii) that Armstrong or any of its Affiliates has published, caused to be published, or accepted for publication in any directory format.

Except as otherwise required by Law, or with Your approval, Armstrong is permitted to use, disclose, or permit access to individually identifiable CPNI only in connection with its provision of (i) the telecommunications service from which such CPNI is derived or (ii) such services as are necessary to, or used in, the provision of such telecommunications services, including the publication of directories. This restriction does not apply to the extent such CPNI is incorporated in "aggregate customer information," which is defined as collective data that relates to a group or category of services or customers, from which individual customer identities and characteristics have been removed.

Certain exceptions to the general rules outlined above apply. Armstrong may use, disclose, or permit access to CPNI obtained from its customers for the following:

- To initiate, render, bill, and collect for telecommunications services;
- To comply with caller ID rules and regulations or to otherwise transmit or display the information necessary for caller ID services;
- To publish and / or distribute, or to cause to be published and / or distributed, telephone directories or directory assistance databases;
- To protect the rights or property of Armstrong, or to protect users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services;
- To otherwise comply with the Law or legal process;

- To provide any inbound telemarketing, referral, or administrative services to You for the duration of the call, if such call was initiated by You and You approve the use of such information to provide such services;
- To provide call location information (i) to a public safety answering point, emergency medical service provider, emergency dispatch provider, public safety, fire service, or law enforcement official, or hospital emergency or trauma care facility, in order to respond to the user's call for emergency services, (ii) to inform the user's legal guardian or members of the user's immediate family of the user's location in an emergency situation that involves the risk of death or serious physical harm; or (iii) to providers of information or database management service solely for purposes of assisting in the delivery of emergency service in response to an emergency.

These exceptions permit Armstrong to use, disclose, or permit access to CPNI without Your advance approval as it relates to Armstrong's provision or marketing of service offerings among the categories of Service(s) to which You subscribe, subject to certain limitations.

In addition, Armstrong is required to disclose CPNI upon Your affirmative written request.

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### **XIII. LIMITATION OF LIABILITY**

Unless a provision of this Agreement expressly provides otherwise, Armstrong will not have any liability to You or to any third party for any direct, indirect, incidental, special, punitive, or consequential losses or damages including, but not limited to, loss of profits, earnings, or business opportunities, personal injuries, including death, or property damage, resulting directly or indirectly out of or otherwise arising in connection with the installation, modification, or removal of, or use by You of, the Armstrong Equipment, the Customer Equipment, the use of the Service(s) by You or any other user of the Armstrong Equipment or the Service(s) through the Customer Equipment or Your Account, including, without limitation, any damage resulting from, or arising out of, Your reliance on, or use of, the Armstrong Equipment, the Customer Equipment, or the Service(s), or the mistakes, omissions, and interruptions, deletion of files, errors and defects, delays, and operation, transmission, or any failure of performance of the Armstrong Equipment or the Service(s), use of third party providers, including payment and software providers in connection with the Service(s); and any losses, claims, damages, expenses, liabilities, or costs, including legal fees resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit, or other proceeding relating to the foregoing.

Except for its own gross negligence or willful misconduct, Armstrong will not have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment or to Your files or data or the equipment, files, or data of a third party using Your Account and / or the Service(s).

Your sole remedy for claims arising out of use of the Armstrong Equipment, Service(s), or inability to use all or any of the Service(s) is limited to a pro-rata credit of monthly service charges to be applied against future monthly billing statements for the Service(s) hereunder upon Your timely notification to Armstrong in accordance with the terms of this Agreement and upon Armstrong's verification of the claim. In order to be eligible for such credit, You must notify Armstrong's customer service

department within seven (7) calendar days of the occurrence of any interruption in the Service(s). The foregoing remedy will not apply to the extent such claim is due in whole or in part to a defect or malfunction in equipment that is other than Armstrong Equipment or to the extent You failed to notify Armstrong in the time and manner required.

The limitations set forth in this section apply to the acts, omissions, and negligence of Armstrong, its respective officers, employees, agents, contractors, subcontractors, or representatives, which, but for this provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

Your sole and exclusive remedies under this Agreement are limited to those expressly identified in this Agreement. Certain limitations may not apply if Your state of residence does not permit the exclusion or limitation of implied warranties or does not allow the exclusion or limitation of incidental or consequential damages. In those states, Armstrong's liability is limited to the maximum extent permitted by Law.

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## **XIV. INDEMNIFICATION**

You agree to indemnify and hold harmless Armstrong, its Affiliates, officers, directors, employees, and agents, against any and all claims, expenses, losses, damages, costs, interest, penalties, court costs, reasonable attorney's fees and expenses, judgments, liens, suits, causes of action, or demands or liabilities (including any demand or liability for personal injury, including death and tangible property damage,):

- Arising out of the use of the Service(s) and / or Armstrong Equipment by You or any other user of the Customer Equipment or Your Account;
- Resulting from Your breach of any of the terms and conditions of this Agreement;
- Resulting from Your access or lack of access to 911/E911 services or dialing associated with a home security, home detention, or medical monitoring system;
- Resulting from Your violation of any Law, including, without limitation, any Law pertaining to copyright or other intellectual property infringement;
- Arising out of Your acts or omissions or those of Your agents, subcontractors, or employees, or of any other user of the Service(s) via the Customer Equipment or Your Account.

You further agree to pay all costs, expenses, and reasonable attorney's fees in connection with any claim or suit brought by Armstrong in enforcing this indemnification provision, provided a valid claim is presented.

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## **XV. ARBITRATION**

Unless a specific right to bring a claim in court is provided by Law (and then only to the extent so required by Law), and except as specifically excluded below, any controversy or claim arising out of, or related to, this Agreement will be resolved by binding arbitration in Pittsburgh, Pennsylvania or such other location agreed by Armstrong and will be commenced within one (1) year from the date of the controversy or claim under the then-current commercial arbitration rules of the American Arbitration Association, except that either party may seek equitable or injunctive relief only in an appropriate 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 shall 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 set forth in this Agreement. 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.

Each party will bear its own expenses except that the cost of arbitrator(s) will be shared equally. You may recover Your filing and arbitrator(s) fees if You are the prevailing party. Except for those claims submitted to arbitration under this Section that are subject to the indemnification obligations outlined elsewhere in this Agreement, including, but not limited to, the section entitled [Indemnification](#), the parties expressly waive any entitlement to attorneys' fees or punitive damages to the fullest extent permitted by law.

Consolidated or class action arbitrations are not permitted.

Notwithstanding any provision of this Section to the contrary, this Section will not be applicable to any claims arising out of

- The theft or other unauthorized use of the Armstrong Equipment or any or all of the Service(s) by You or any unauthorized third party; or
- Armstrong's collection of moneys due to Armstrong from You.

Notwithstanding any provision of this Agreement to the contrary, the Federal Arbitration Act, 9 U.S.C. §§ 1–16, will govern the interpretation and enforcement of this Section.

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## **XVI. THIRD-PARTY SOFTWARE**

Your use of the Service(s) may require or permit You to obtain software and / or applications owned and licensed by third parties. Armstrong makes no representation or warranty that any software or application installed on Customer Equipment, downloaded from or through the Service(s) or available through the internet is appropriate for Your use and does not contain a virus or other harmful feature. The use of such software and applications and Your rights with respect to such software and applications are governed by the applicable license agreement between You and the third party owner or licensor of such software or application. You are responsible for reviewing and understanding such

rights and complying with the terms of such license agreement. ARMSTRONG WILL HAVE NO LIABILITY FOR ANY DAMAGE OR LOSS CAUSED BY ANY SOFTWARE OR APPLICATION OWNED BY, AND / OR LICENSED TO YOU BY, A THIRD PARTY AND YOU WILL INDEMNIFY AND HOLD ARMSTRONG HARMLESS FOR ANY LOSS OR DAMAGE INCURRED BY ARMSTRONG AS A RESULT OF A BREACH BY YOU OF THE LICENSE AGREEMENT GOVERNING SUCH SOFTWARE OR APPLICATION.

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## **XVIISPECIAL TERMS AND CONDITIONS FOR CERTAIN SERVICES**

### **A. INTERNET SERVICE**

#### **1. Equipment**

From time to time, Armstrong may provide You with new or refurbished Internet Equipment.

In order to use the internet service, Your Customer Equipment may need to meet certain minimum system requirements, which Armstrong may change from time to time.

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#### **2. Installation; Maintenance; Removal**

##### **a. File Modification**

Installation of Internet Equipment, including if installation of an Ethernet card is required, may require Armstrong, its agents or employees, to have access to Customer Equipment, which may result in modifications to the Customer Equipment. Such modifications may disrupt the normal operations of the Customer Equipment. Armstrong does not represent, warrant, or covenant that such modifications will not disrupt or interrupt the Customers Equipment. For these and other reasons, Armstrong recommends that You backup all files prior to installation of the internet service or any Armstrong Equipment, including, without limitation, any Internet Equipment. If You do not backup all existing files, You accept the associated risk of such a decision, such as loss of files, software, or data.

##### **b. Viruses**

Armstrong may run third-party virus check software on the Customer Equipment prior to installing an Ethernet card on the Customer Equipment. Armstrong does not represent, warrant, or covenant that the virus check software will detect or correct any or all viruses. In addition, software, patches, or other content received or accessed from the internet service can contain viruses or other harmful features. It is Your sole responsibility to take the appropriate precautions to protect Your software, files, and data from damage as a result of any such virus or other malware. If a virus or other malware is detected and You do not eradicate it to Armstrong's satisfaction, then Armstrong may immediately terminate its provision of the internet service. Armstrong will have no liability whatsoever for any damage, loss, or destruction of any software, files, or data resulting from any virus or other malware.

c. Port Filtering

Armstrong is committed to providing a secure internet experience. To protect its network and customers, it blocks certain ports. Ports 25, 67, 135-142, 161-162, 445, and 520 are blocked. Blocking these ports reduces network congestion and protects customers against common viruses and worms, malicious intruders, and other security exploits. Email hosting is limited to commercial customers subscribing to Zoom Professional or above upon request.

d. Email Addresses; Internet Addresses

Armstrong provides You with a number of email addresses based on the service level that You purchased. Such email addresses are provided by Armstrong based on availability. Your use of the internet service does not give You any ownership or other rights to any addresses provided to You by Armstrong or provided by Armstrong to any other customer, including but not limited to internet protocol addresses, email addresses, and web addresses. Armstrong may modify or change addresses at any time with or without notice and will in no way be liable to You for any loss or claim related thereto.

e. Search Guide

Search Guide is a feature that makes finding a website easier and more convenient. It is designed to provide helpful results when a search term is entered into the browser address bar or a website error is detected. Armstrong does not track internet activity through this tool. Search Guide simply redirects queries to a useful search results page instead of a cryptic error message page or browser-defined page. Customers wishing to opt out of the Search Guide feature may do so at any time by visiting <http://autosearch.zoominternet.net> and selecting Settings.

f. Email Retention

If You do not access Your email account for a period of one hundred eighty (180) days, Armstrong may disable that email account without prior notice to You. After three hundred sixty (360) days, Armstrong may delete the contents of that email account, if any. Armstrong may disable any issued email address that has never been accessed by You after ninety (90) days and delete it after two hundred seventy (270) days. Once deleted, an email address will be available for reassignment to other customers.

Although Armstrong reserves the right to delete or disable the email account and related email content as described herein, Armstrong will not be liable to You or any third-party for its decision to delete, disable, or reassign, or to refrain from deleting or disabling any such email account and related email content or reassigning the email account to You or any other customer. Armstrong is not responsible for any loss of any kind due to the deletion of an email account and related email content or reassignment of the email account.

g. Deletion

Armstrong may delete all data, files, electronic messages, or other information that is stored in Armstrong's home network's servers or system when Your Account with Armstrong is terminated for any reason.

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3. End User Licenses

You will comply with the terms and conditions of all end user license agreements accompanying any software, downloads, or plug-ins to such software or downloads distributed or used in connection with the internet services, including, without limitation, any third-party end user license agreements, as such agreements may be amended from time to time pursuant to their respective terms. All such agreements are incorporated into this Agreement by reference. All such end user licenses will automatically terminate upon termination of this Agreement. You will remove from the Customer Equipment or otherwise destroy all versions and copies of all software, downloads, or plug-ins which You received in connection with this Agreement.

4. Bandwidth Usage Limits

a. Cable Modems

Excessive usage negatively impacts the Service(s) provided to You and to other customers and creates a costly burden on the network, especially during peak hours. Therefore:

Residential internet bandwidth usage is limited as follows:

Product	Zoom Express	Zoom	Zoom II > Zoom Extreme
Triple Play	300 GB	1 TB	2 TB
Double	250 GB	1 TB	2 TB
Zoom Only	200 GB	1 TB	2 TB

Commercial internet bandwidth usage is limited as follows:

Product	Data Allowance
Zoom Professional	300 GB
Zoom Professional II	500 GB
Zoom Professional III	1 TB
Zoom Professional IV-V	2 TB

*\*Minimum level of service required.*



## Armstrong Terms and Conditions of Use of Services and Products

Customers with Zoom Express, Zoom, Zoom II – IV, Zoom Professional and Zoom Professional II will be billed in arrears at a rate of ten dollars (\$10) per 50 GB for additional bandwidth usage with a limit of \$200 per billing period. Customers with Zoom Professional III > V will be billed in arrears at a rate of one hundred dollars (\$100) per 500 GB with a limit of \$200 per billing period. Alternatively, residential and commercial customers may choose to pre-purchase additional bandwidth capacity<sup>+</sup> on a recurring basis at a discounted rate. The current pre-purchase options are as follows:

GB	Retail	Pre-Paid	Savings
100	\$20/month	\$15/month	25%
250	\$50/month	\$35/month	30%
Unlimited	\$100/month	\$50/month	50%

For the purpose of billing, all usage will be rounded to the nearest full gigabyte (GB). Unused allotments cannot be applied to past or future billing cycles and will not be pro-rated.

### *Limitations of Unlimited Data Allowance Option*

High-speed bandwidth and network resources are not unlimited. Customers selecting the Unlimited data allowance option expressly acknowledge that this offering is not intended for continuous or commercial use and may not be resold.

Your bandwidth usage will be considered excessive if your usage is continuous, negatively impacts the services provided to other Armstrong customers or places a heavy burden on Armstrong's network. Examples of prohibited applications include, but are not limited to, cameras for security or other purposes that continuously stream high resolution video.

Armstrong may investigate any bandwidth usage to determine whether such usage is in violation of the Agreement and will determine in its sole discretion if this offering or your service is subject to additional charges, suspension or termination.

### b. Other Modems

You will not use an excessive amount of bandwidth over any network infrastructure for internet access or other functions using public network resources. Excessive usage negatively impacts the Service(s) provided to You and to other customers and creates a costly burden on the network, especially during peak hours. Armstrong reserves the right to suspend or terminate Your Service(s) if it determines that Your bandwidth usage is excessive.

Your use will be considered “excessive” if it significantly exceeds the usage of the average customer (excluding those customers with cable modems) during the same billing period.

### c. All Modems

You may monitor Your internet usage by logging into Your Account at [www.armstrongonewire.com](http://www.armstrongonewire.com). You will be able to see Your internet usage compared to an average for all customers. Except for



certain network communications traffic, all traffic to Your Armstrong modem(s) is measured. If You subscribe to telephone service as part of Your Service(s) and have a combined telephone and internet modem (sometimes called an MTA), Your telephone usage is not included in the measurement of Your bandwidth usage.

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### 5. *Browser Messaging*

From time to time, Armstrong may utilize technology to present important messages to its customers by redirecting a customer's website request to an Armstrong-controlled website containing a message. Among other messages, Armstrong may use browser messaging to notify You if You have reached a certain threshold of bandwidth usage (e.g. 50%, 75%, 100%). You must use Armstrong's Domain Name Services (DNS) to access the notification. To continue to Your originally-request website, You must acknowledge and accept the message by clicking the "Acknowledge" button. Depending on Your system and Customer Equipment, accepting the message may require You to restart Your web browser.

### 6. *Security*

You acknowledge that use of the internet service is subject to the risk of eavesdropping and other methods of remote access. The possibility exists that others may be able to access and / or monitor Your equipment, computer, transmissions, and receptions. You acknowledge that this risk exists, that You are solely responsible for ensuring that others not gain unauthorized access to the internet service, and that any sensitive or confidential information sent by You is sent at Your sole risk. You are also advised that, when using the internet service to access the internet or any other online network or service, certain transfer protocols, i.e., FTP (File Transfer Protocol) and HTTP (Hyper Text Transfer Protocol), may permit other internet users to gain access to Your equipment. If You choose to run such transfer protocols or systems, You should take appropriate security measures. Armstrong will not have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such actions by You. Further, if You are participating in the internet service using more than one computer (or other internet-enabled device) or enabling capabilities such as file sharing, print sharing, or other capabilities permitting users to gain access to Your equipment, including the internet connection, You acknowledge and agree that You do so at Your own risk and peril and that Armstrong will not have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such action or failure to act, by You.

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### 7. *Network Management*

Armstrong may determine the nature and extent of its facilities allocated to support the internet service including, but not limited to, the amount of bandwidth to be utilized in conjunction with the internet service.

Armstrong may manage its networks as it sees fit in order to ensure that all customers enjoy a good internet experience. Armstrong may use various tools and techniques that are generally accepted in the

industry in order to manage its networks reasonably, efficiently, and effectively and to ensure compliance with this Agreement.

These tools and techniques may permit Armstrong to manage congestion, manage application-specific behaviors, address harmful or unwanted traffic, prevent the transfer of unlawful content, prevent the unlawful transfer of content, and address other security and network integrity issues. These may include, but are not limited to, detecting malicious traffic patterns, spam filtering, preventing the distribution of viruses or other malware, and other reasonable management of network resources as Armstrong may determine is appropriate from time to time. These may also include end-user interactive tools and techniques such as parental controls. The tools and techniques that Armstrong uses may change from time to time, as the challenges and threats to the internet and its uses also change.

Note that reasonable network management includes those techniques and actions necessary for Armstrong to comply with its various legal requirements, including, but not limited to, any techniques and actions used to assist law enforcement agencies / personnel and / or used to detect, prevent, or deter copyright or other intellectual property infringement or the theft of Service(s). Reasonable network management also includes those techniques and actions that permit Armstrong to grant priority access to emergency response agencies / personnel during disaster relief and other emergency response efforts, or to other public safety, emergency response, or security agencies / personnel for other emergency communications.

Additional information regarding Armstrong's network management practices can be found at: <http://armstrongonewire.com/content/documents/openinternetpolicy.pdf>.

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## 8. Speeds

Armstrong provides several levels of internet products for both residential and commercial customers. Upload and download speeds vary among the products. Generally, the higher-level products have faster speeds. Additional information regarding the average speed of Armstrong's internet products can be found at: <http://armstrongonewire.com/content/documents/openinternetpolicy.pdf>.

Notwithstanding the foregoing, You acknowledge that the actual upload or download speed that You experience at any given time may vary, may be different than the speed that You usually experience, and may not meet the minimum advertised speed for the product to which You subscribe. Upload and download speeds can vary for a variety of reasons, including, but not limited to, the size of the file, the congestion of the traffic of other internet users in Your area, the availability of certain servers or other routers, and weather conditions. For example, You may experience slower speeds during the evening, when many users are online, than you would during mid-morning. Likewise, You may experience slower speeds during severe storms or other emergencies when certain infrastructure may be impaired or non-operational or when emergency response traffic may be given priority. Many of these circumstances are beyond Armstrong's control. Armstrong does not guarantee or warrant that You will be able to obtain a certain speed at any given time.

If you believe you are experiencing speed issues, please visit <http://speedtest.zoominternet.net>. The results of this speed test will be more accurate than other speed test sites available on the Internet because this test is performed within the Zoom network. Your results will be recorded by our system and available to technicians should you require additional assistance. Armstrong also recommends being directly connected to your cable modem. Connections which rely on wireless may produce varying results. When testing on a laptop, connect your power cable. Finally, make sure you are not currently downloading anything, close any other programs that are using the internet and turn off any other computers that share your Internet connection.

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## B. TELEPHONE SERVICE

### 1. Call Detail Records

You may obtain 90 days of Your call detail records at any time by logging into Your Account at <http://www.armstrongonewire.com/telephone/>.

You may obtain 365 days of Your call detail records by writing or calling the customer service department and supplying the customer service representative with such security PINs or passwords as may be required at the time of the request. Such records will be available to You five (5) business days after You make Your request. In accordance with the Telecommunications Act, and the protections of CPNI required thereunder, You may pick up Your call detail records at Your local office by showing appropriate photo identification or, at Your request, Armstrong will mail the records to the address associated with Your Account.

Other requests for call detail records generally require a court order or subpoena.

Armstrong reserves the right to charge You a reasonable fee for retrieving and / or copying call detail records.

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### 2. Subscription Agreement; Compatibility

Your telephone service is subject to the Subscription Agreement located at <http://www.armstrongonewire.com/policies>, which terms and conditions are expressly incorporated into this Agreement.

You acknowledge that certain digital voice services may not support or be compatible with certain equipment or services, such as voice capable modems not certified by Armstrong as compatible, certain makes or models of non-voice communication equipment such as home security systems, medical or personal emergency monitoring systems, and home detention devices, certain fax machines, dial-up modems, and rotary or pulse-dial phones.

You acknowledge that certain makes and models of cordless phone use the electrical power in the Premises. If there is an electrical power outage, Your cordless phone will cease functioning and You will not be able to use the digital voice services. Armstrong recommends that You obtain a non-

cordless phone that plugs directly into the phone jacks in Your wall and not into the electrical power outlets for use during a power outage.

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### 3. 911 / E911 Services

In order for 911/E911 calls to be properly directed to the applicable 911/E911 dispatch centers, You must supply Your correct address to Armstrong. You may not transfer, and You may not permit any other Person to transfer, the telephone service or the Armstrong Equipment associated with such telephone service without Armstrong's prior written consent. You acknowledge that the address associated with an emergency 911 call is the authorized address of the Premises where the telephone service was originally installed and that despite Your movement of the Armstrong Equipment emergency 911 calls will be identified as originating from the original service location, not the new location of the Armstrong Equipment. Thus, access to emergency 911 services will be limited if the Armstrong Equipment is moved from the original service location.

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### 4. Use Limited in Certain Circumstances

You acknowledge that You will not be able to use certain digital voice services in certain circumstances, including, but not limited to, if normal electrical power to the voice capable modem is interrupted and the voice capable modem does not have a functioning battery backup. ARMSTRONG DOES NOT GUARANTEE THE OPERATION OF ANY BATTERY BACKUP CONNECTED TO THE ARMSTRONG EQUIPMENT, INCLUDING ANY VOICE CAPABLE MODEM. In the event that (i) Armstrong is aware, or has reason to believe, that any battery backup connected to the Armstrong Equipment may be functioning improperly and (ii) Armstrong sends you a new battery backup, You agree to install such battery backup using the instructions provided with the new battery backup. You acknowledge that Armstrong will not and cannot know the operational status of every battery backup, therefore Your battery backup may be malfunctioning without Armstrong's knowledge. ARMSTRONG HAS NO OBLIGATION TO TEST ANY BATTERY BACKUP AT ANY TIME. If You suspect that Your battery backup is not functioning properly, You acknowledge that it is Your responsibility to contact Armstrong's customer service department.

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### 5. Directory Listings

If Armstrong provides You the option to list Your name, address, and / or telephone number in a published directory or directory assistance database and one or more of the following conditions occurs (i) You request that Your name, address, and / or telephone number be excluded from such directory or database but that information is included in such directory or database, (ii) You request that Your name, address, and / or telephone number is included in such directory or database but that information is excluded from such directory or database, and / or (iii) the information included in the directory or database is incorrect, then ARMSTRONG'S LIABILITY IS LIMITED TO THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO ARMSTRONG TO INCLUDE OR EXCLUDE YOUR INFORMATION FOR THE AFFECTED PERIOD. YOU AGREE TO HOLD HARMLESS ARMSTRONG AGAINST ANY AND ALL CLAIMS

FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ACTIONS OR INACTIONS REFERENCED IN CLAUSES (i)–(iii) IN THE PRECEDING SENTENCE.

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6. *Assignment of Telephone Numbers*

Armstrong assigns telephone numbers in accordance with applicable federal and state numbering rules. Therefore, while Armstrong makes an effort to port telephone numbers at the request of its customers, Armstrong cannot and will not assign or port a telephone number outside of the telephone rate center to which that number is assigned.

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**XVIII. SPECIAL TERMS AND CONDITIONS FOR OHIO CABLE AND INTERNET CUSTOMERS**

Pursuant to Ohio Revised Code 1332.26 (D), Armstrong shall meet all of the following customer service standards:

(1) Armstrong shall restore Video Service within seventy-two hours after a subscriber reports a Service interruption or other problem if the cause was not a natural disaster.

(2) Upon a report by a subscriber of a Service interruption and if the interruption is caused by Armstrong and lasts for more than four hours in a given day, Armstrong shall give the subscriber a credit in the amount of the cost of each such day's Video Service as would be billed to the subscriber.

(3) Upon a report by a subscriber of a Service interruption and if the interruption is not caused by Armstrong and lasts for more than twenty-four consecutive hours, Armstrong shall give the subscriber, for each hour of Service interruption, a credit in the amount of the cost of per hour Video Service as would be billed to the subscriber.

(4) Armstrong shall give a subscriber at least thirty days' advance, written notice before removing a channel from Armstrong's Video Service, but no such notice is required if Armstrong must remove the channel because of circumstances beyond its control.

(5) Armstrong shall give a subscriber at least ten days' advance, written notice of a disconnection of all or part of the subscriber's Video Service, except if any of the following apply:

(a) Disconnection has been requested by the subscriber.

(b) Disconnection is necessary to prevent theft of Video Service.

(c) Disconnection is necessary to prevent the use of Video Service through fraud.

(d) Disconnection is necessary to reduce or prevent signal leakage as described in 47 C.F.R. 76.611.

(6) Armstrong shall not establish a due date earlier than fourteen days after a Video Service bill is issued.

(7) Armstrong shall not disconnect all or part of a subscriber's Video Service for failure of the subscriber to pay any amount of its Video Service bill, until the amount is at least fourteen days past due.

(8) Armstrong shall give a subscriber at least thirty days' advance, written notice before instituting an increase in Video Service rates.

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## **XIX. TERMS AND CONDITIONS FOR ELECTRONIC BILLING PROGRAM**

### **A. IN GENERAL**

This section of the Agreement pertains only to those customers who choose to participate in the Electronic Billing Program. If You are participating in this program, please review these terms carefully.

You are responsible for ensuring that You comply with these terms and conditions, as they may be amended from time to time. Failure to comply with these terms and conditions gives Armstrong the right to terminate Your participation in the Electronic Billing Program, immediately and without prior notice.

Your acknowledge that, by enrolling in the Electronic Billing Program, by paying a monthly billing statement for Your Account through the Electronic Billing Program, and / or by Your continued enrollment in, and / or payment of Your monthly billing statement through, the Electronic Billing Program, You are deemed to have agreed to and accepted the terms and conditions for the Electronic Billing Program, as they may be amended from time to time. By agreeing to the terms and conditions, You acknowledge that You understand and authorize all of the terms and conditions of the Electronic Billing Program. You understand that You must agree to, and continue to abide by, the terms and conditions set forth herein in order to participate in, and use, the Electronic Billing Program. If You do not agree to any of these terms and conditions, You must not use the Electronic Billing Program, or must cease using the Electronic Billing Program, and contact Armstrong immediately so that Your participation in the Electronic Billing Program can be terminated.

By enrolling in and / or using the Electronic Billing Program, You represent that You are of legal age, You are duly authorized to enroll in and use the Electronic Billing Program, and You are duly authorized to agree to, and become bound by, these terms and conditions.

You understand that Armstrong reserves the right to amend, modify, supplement, or replace any or all of the terms and conditions at any time and for any reason with or without advance notice of any kind by posting any amendments, modifications, supplements or replacements to the Website or providing such amendments, modifications, supplements or replacements to You via hard or soft copy. As such, You understand that it is incumbent upon You to check the Website from time to time for any amendments or other updates. You acknowledge that Your continued use of the Electronic Billing



Program after any amendments are posted to the Website, or are provided to You via hard or soft copy, will constitute Your acceptance of such amendments.

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## B. AUTHORIZATION; BILLING STATEMENTS

You authorize Armstrong to enroll You in the Electronic Billing Program.

You understand that, after Your enrollment in the Electronic Billing Program, You will no longer receive a paper monthly billing statement in the mail. You further understand that, if You want to view Your monthly billing statement information or if You want to download a copy of Your monthly billing statement, You may access that information through Armstrong's website at <https://account.armstrongonewire.com>.

You authorize Armstrong to initiate certain charges to Your credit card or electronic funds transfers from Your checking account or savings account (the "Charge(s)") for payments due on Your Account. The Charges may be recurring or one-time, according to the preferences You choose from time to time.

You understand that Armstrong will initiate Charges for the amount due on Your Account at the time the Charge is initiated and You authorize Armstrong to initiate such Charges.

You understand that the amount due on Your Account at any given time could include one or more of the following: (i) Service Fees, (ii) fees for late payments, (iii) fees for payments denied by Your bank or credit card company for non-sufficient funds, (iv) fees for service calls, (v) fees for equipment, INCLUDING FEES FOR ARMSTRONG EQUIPMENT THAT YOU DID NOT RETURN UPON TERMINATION OF YOUR SERVICE(S), and / or (vi) any other fee, tax, penalty, cost, or assessment that Armstrong is permitted or required to charge pursuant to this Agreement and applicable Law.

You understand that each monthly billing statement will be available to You at the website referenced above at least twenty (20) days before the scheduled payment due date shown on each such billing statement. The scheduled payment date for each billing statement will be the payment due date shown on each such billing statement, except when such payment due date falls on a day that is not a business day at the financial institution that maintains Your credit card, checking account, or savings account, in which event the scheduled payment date will be the next business day after the payment due date shown on the billing statement. (E.g., if the due date falls on a Sunday, and Your relevant financial institution is closed on Sundays, then the scheduled payment due date will be the following Monday).

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## C. PARTICIPATION IS OPTIONAL; DISCOUNT FOR DEBITS FROM A BANK ACCOUNT

You understand that Your participation in the Electronic Billing Program is entirely optional and is not required to obtain or maintain Your Account.

If You subscribe to cable, digital telephone, and / or internet service(s), and if You authorize automatic electronic funds transfers from Your checking account or savings account, then Armstrong will provide You with a discount of \$1.00 each month on Your monthly billing statement. However, if You authorize automated charges to Your credit card, this \$1.00 discount will **not** be applied to Your



monthly billing statements. Further, if you subscribe to traditional (non-digital) telephone service, this \$1.00 discount will **not** be applied to Your monthly billing statement regardless of whether You authorize payments through Your bank account or Your credit card.

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#### D. TERMINATING ENROLLMENT

You understand that You may terminate Your enrollment in the Electronic Billing Program at any time by notifying Armstrong of Your desire to terminate in writing. You understand that Armstrong will not initiate further Charges after Armstrong (i) has received Your written termination notice and (ii) has had a reasonable period of time in which to act upon such notice. This right to terminate Your enrollment is in addition to Your right to stop payment by directly contacting the financial institution where You maintain Your credit card or checking account or savings account. Upon termination of Your enrollment, Armstrong will resume mailing paper billing statements to the billing address on file for Your Account.

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#### E. EFFECT ON BILLING CYCLE

Neither enrolling in the Electronic Billing Program, nor withdrawing from the Electronic Billing Program, will change the billing cycle or due date of Your Armstrong bill.

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#### F. INSUFFICIENT FUNDS

If a Charge cannot be made because of insufficient funds, a returned debit item fee of twenty-five dollars (\$25.00) (or such lesser amount as may be permitted by law) will be charged to Your Account. You understand that, if a Charge cannot be made two (2) or more times in any six (6) month period, Armstrong will automatically cancel Your participation in the Electronic Billing Program, at which time Armstrong will notify You of the cancellation of Your participation and Armstrong will resume mailing paper billing statements to the billing address on file for Your Account.

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#### G. NOTICES FOR THE ELECTRONIC BILLING PROGRAM

All notices to Armstrong must be made in writing and sent to the following address:

Armstrong  
Attention: CSC Billing Dept  
437 North Main Street  
Butler, Pennsylvania 16001

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## **XX. MISCELLANEOUS**

### **A. NOTICE**

All notices, consents, requests, demands, and other communications required or permitted under this Agreement:

- Will be in writing;
- Will be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or facsimile or email, charges prepaid as applicable, to the appropriate address(es) or number(s) provided by You to Armstrong and identified by Armstrong on monthly billing statements to You;
- Will be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by
  - A receipt executed by the addressee (or a responsible person in his or her office), the records of the Person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service; or
  - A receipt generated by the sender's facsimile machine or computer showing that such communication was sent to the appropriate number or email address on a specified date, if sent by facsimile or email.

You may change Your address or contact information by giving Armstrong at least thirty (30) days prior notice. Armstrong may change its address or contact information at any time by posting notice of such on the Website or by including such information on Your billing statement.

All notices required or contemplated hereunder will be provided by Armstrong to You by such means as Armstrong may determine. Without limiting the foregoing, You agree that Armstrong may provide any notices required or contemplated hereunder or by Law, including, without limitation, notice of changes to this Agreement, by electronic means (e.g., email or online posting), except as prohibited by Law.

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### **B. ENTIRE AGREEMENT**

This Agreement expressly includes and incorporates those additional terms, conditions, policies, and agreements included in the definition of "[Agreement](#)." This Agreement represents the entire agreement between You and Armstrong for the provision and use of the Service(s).

It is intended that this Agreement and each of the applicable additional terms, conditions, policies, and agreements incorporated into this Agreement, including, if applicable to Your Service(s), any Other

Terms and Conditions, be construed in harmony with each other to the extent possible. In the event any provision therein is in conflict, then the following rules shall apply:

- In the event of a conflict between any Law that cannot be amended or otherwise modified by agreement between Armstrong and You or the applicable price list(s) or Tariff(s), if any, filed by Armstrong with the FCC, the applicable state agency and / or any other state or federal agency, and this Agreement, then the terms contained in the Law, price list(s) or Tariff(s) will control and have precedence.
- In the event of a conflict between a written executed agreement between You and Armstrong, such as a Commercial Services Agreement, Reseller Agreement, or a Subscription Agreement, and this Agreement, then the terms contained in such written executed agreement between You and Armstrong will control and have precedence.
- In the event of a conflict between the Armstrong Terms and Conditions of Use of Services and Products and any other written terms and conditions provided to You by Armstrong from time to time, then the terms contained in the Armstrong Terms and Conditions of Use of Services and Products will control and have precedence.

Any representation or warranty made by an agent or employee of Armstrong in connection with the installation, maintenance, or provision of the Service(s), which is inconsistent with, or in addition to, the terms of this Agreement, will not be binding on Armstrong. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Agreement.

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### C. RELATIONSHIP

Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchiser, employer-employee, or principal-agent relationship between Armstrong and You nor impose upon Armstrong any obligations for any losses, debts, or obligations incurred by You except as expressly set forth herein.

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### D. ASSIGNMENT

Armstrong may assign its rights and obligations under this Agreement to any person or entity, including, without limitation, to any Affiliate. This Agreement may not be assigned or transferred by You without the prior written consent of Armstrong.

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### E. SEVERABILITY

In the event that any portion(s) of this Agreement is held to be unenforceable by a court of competent jurisdiction, the unenforceable portion(s) will be construed in accordance with applicable Law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions will remain in full force and effect. The provisions of this Agreement are severable and if the unenforceable portion cannot be construed in accordance with applicable Law to reflect the original intentions of the parties, then such unenforceable portion will be stricken, but the remainder of this Agreement will not be invalidated and will remain in full force and effect.

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#### F. SURVIVAL

Any provision of this Agreement which, by its nature or context must or should survive the termination or expiration of this Agreement in order to effect the intent of the parties, will so survive.

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#### G. PERFORMANCE

Armstrong's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right.

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#### H. GOVERNING LAW

If You are a residential customer, this Agreement will be exclusively governed by, and construed in accordance with, the laws of Your state or commonwealth of residence where the Service(s) are provided, without reference to its conflict of laws rules.

If You are a commercial customer, this Agreement will be exclusively governed by, and construed in accordance with, the laws of the state or commonwealth designated in Your applicable Commercial Service Agreement or Reseller Agreement. If no such agreement exists, or if Your agreement does not specifically designate a governing law, then this Agreement will be exclusively governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws rules.

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#### I. VENUE AND JURISDICTION

Other than to the extent governed by the Section entitled [Arbitration](#), and except as prohibited by law, any other action or proceeding against the parties relating in any way to this Agreement may be brought and enforced in the courts of Allegheny County, Pennsylvania or the United States District Court for the Western District of Pennsylvania, to the extent subject matter jurisdiction exists therefor, and the parties irrevocably submit to the jurisdiction of all such courts in respect of any such action or proceeding. The parties irrevocably waive, to the fullest extent permitted by Law, any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in the courts of the Commonwealth of Pennsylvania and any claim that any such action or proceeding brought in any

such court has been brought in any inconvenient forum. Any judgment may be entered in any court having jurisdiction thereof.

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#### J. FORCE MAJEURE

Armstrong will have no liability, nor will any credit or other remedy be extended to You, for any interruption in the Service due to circumstances beyond its control, including but not limited to, power failures, lightning, fire, flood, natural disaster, regulation or governmental acts, civil disturbance, strike, weather, and acts of God.

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#### K. NO THIRD PARTY BENEFICIARIES

Nothing herein, express or implied, is intended to, nor will, confer on any person other than the parties hereto, any rights, remedies, obligations, or liabilities under, or by reason of, this Agreement.

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#### L. WAIVER; ENFORCEMENT

No waiver of any provision of this Agreement by any party will be valid unless in writing and signed by the party against whom the waiver is charged. The waiver of any breach of a provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of that provision or any other provision. Failure by Armstrong to enforce any of its rights hereunder will not constitute a waiver of any such rights. Failure by Armstrong at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance will not be construed to be a waiver of compliance with such provisions.

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#### M. THIRD PARTIES.

Notwithstanding anything provision of this Agreement to the contrary, You acknowledge and understand that Armstrong may use third parties to provide components of the Service(s), including, without limitation, their services, equipment, infrastructure, or content. Armstrong is not responsible for the performance (or non-performance) of third party services, equipment, infrastructure, or content, whether or not they constitute components of the Service(s). Armstrong expressly disclaims, and will not be bound by, any undertaking, representation, or warranty made by an agent or employee of Armstrong or of our underlying third party providers and suppliers in connection with the installation, maintenance, or provision of the Service(s), if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, You understand that You will have access to the services and content of third parties through the Service(s), including, without limitation, that of content providers (whether or not accessible directly from the Service(s)). Armstrong is not responsible for any services, equipment, infrastructure, and content that are not provided by Armstrong (even if they are components of the Service(s)), and Armstrong will have no liability with respect to

such services, equipment, infrastructure, and content. Questions or concerns relating to such services, equipment, infrastructure, and content must be directed to the providers of such services, equipment, infrastructure and content. Armstrong does not endorse or warrant any third party products, services, or content that are distributed or advertised over the Service(s).

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#### N. QUESTIONS; COMPLAINTS

Several sections of this Agreement provide specific processes for You to ask questions, file a complaint, or otherwise request some form of response to a problem. If You cannot find an answer to Your question or solution for Your problem in this Agreement, on the Website, or on [www.armstrongonewire.com](http://www.armstrongonewire.com) or [www.armstrongmywire.com](http://www.armstrongmywire.com), or if You feel that Armstrong is in violation of this Agreement, please contact the customer service department at 1-877-486-4666 or Armstrong Customer Services, 437 North Main Street, Butler, Pennsylvania 16001.

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