



## CUSTOMER AGREEMENT

SKITTER (also referred to here as “we”, “us”, and “our”) provide you and your household members with our Services on the condition that you comply with these Customer Agreements. These Agreements, which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully. The Customer Agreement constitutes the entire Agreement between you and us, and you are not entitled to rely on any other agreements or undertakings made by SKITTER personnel other than as set forth in the Customer Agreements.

- **Residential Services Subscriber Agreement** (this document). This “Agreement” contains the general terms and conditions governing your use of the Services.
- Your **Work Order(s)**. We present you with a Work Order (either in electronic or print form) when you initiate service or when we visit your home to install additional Services or address service problems.
- **Terms of Service**. Our Terms of Service contain information about the Services you receive and SKITTER’s policies relating to such matters as billing and customer service.
- **Acceptable Use Policy**. The “do’s” and “don’ts” for use of our Services.
- **Addenda**. You may have agreed to an Addendum to this Agreement when you signed up for a special service or a special promotional program.
- **Affiliate or SKITTER Affiliate** means the Member company that makes the SKITTER Services available in your area.

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

THIS AGREEMENT CONTAINS A BINDING “ARBITRATION CLAUSE,” WHICH SAYS THAT YOU AND SKITTER AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION, AND ALSO CONTAINS A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST SKITTER MORE THAN ONE YEAR AFTER THE RELEVANT EVENTS OCCURRED. YOU HAVE THE RIGHT TO OPT OUT OF THESE PORTIONS OF THE AGREEMENT. SEE SECTIONS 12, 13 and 14.

Capitalized terms used in this Agreement have special meanings, which are contained in Section 15. By signing a Work Order or using our Services, you agree on your own behalf and on behalf of your household members as follows:

1. Your Financial Responsibilities
2. Your Responsibilities Regarding Equipment
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### 1. Your Financial Responsibilities

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

**(b) Promotions.** If you are under a promotional offering for a set period of time, you are assured that the price you are charged for the Services will not change during that period. However, you are not assured that the Services themselves (or the Customer-Owned Equipment or Customer Use Equipment requirements) will remain the same or that SKITTER's fees for things other than the Services (like Customer Use Equipment charges, late payment fees or charges for receiving paper statements) will remain the same. As an example, we offer several different Video Service packages, each of which contains a variety of channels, and the channel lineup for each package may change from time to time. In purchasing a SKITTER Video Services package, you are not guaranteed any particular channels and you are not entitled to any compensation if any channels are removed from your video package.

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



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costs in collecting past due amounts. We are entitled to charge you interest on past due amounts.

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

**(e) Bounced Checks.** If your check to us “bounces” (or if your bank or payment card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may suspend require that you pay us our standard fee. You cannot settle amounts you owe us by writing “paid in full” or any other message on your bill or check.

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

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

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

**(i) Billing Errors.** You must bring any billing errors to our attention within 30 days of the day you receive the bill or you will waive any right to (in other words, you will not be eligible to receive) a refund or credit.

**(j) Governmental Fees, Taxes and Surcharges.** Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what governmental fees and taxes to collect from you. You waive any right to (in other words, you are not eligible to receive) a refund of any fees or taxes that we collect from you and pay to any government or agency. You can receive a list of the fees and taxes we collect from: Skitter, Inc. 3230 Peachtree Corners Circle, Suite H, Norcross, GA 30092; Attention: Subscriber Tax Inquiries.

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



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**(m) Third Party Claims.** If a third party sues us based on your use of our Services, Equipment or Software (for example, claiming theft or copyright infringement based on something you posted on-line using our HSD Service), or based on a breach by you of any Customer Agreement(s), you will indemnify us (in other words, reimburse us) for any losses, including reasonable attorneys' fees, that we suffer.

## 2. Your Responsibilities Regarding Equipment

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

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

**(c) Downloads.** We can make changes to Equipment and Software through downloads from our network or otherwise. To deliver the Services, we may from time to time download software and make other changes to Customer-Owned Equipment, which may change the features and functionality of Customer-Owned Equipment. You represent that you have the authority to grant us access to such equipment to make such changes.

**(d) Equipment Location.** You may not move our Customer Use Equipment to any location other than the location where you initially received the Services without the express written consent of SKITTER. This is true even if you have moved to a new location and continue to pay us for the Services.

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

**(f) Lost or Damaged Equipment.** If the Customer Use Equipment is lost, stolen, damaged or tampered with, you must reimburse us (as "liquidated damages") even if you are not at fault. The liquidated damages amount for our Customer Use Equipment is available on request from your local SKITTER Affiliate office. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Customer Use Equipment or



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the losses we could suffer if a third party improperly gained access to our Services using Customer Use Equipment we provided to you.

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

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

**(a) Our Services May Change.** We can change the Services, or require that you obtain new Customer-Owned Equipment, or lease new or additional Customer Use Equipment from us to obtain the full benefit of the Services.

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

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

**(d) Personal, Non-commercial Use Only.** The Services and Software are for your reasonable personal, non-commercial use only. You may not examine or manipulate the Software code. You may not share our in-home Services or related Software with any person who is not a member or guest of your household or to persons outside your premises. You may not enable any person who is not a member of your household to access our out-of-home Services or related Software (for example, by providing them with your SKITTER user name and password).



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

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

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

### 4. Objectionable Material and Parental Controls

Our Services make available some material that may offend you or be inappropriate for members of your household. SKITTER provides parental controls and other tools that can filter or block access to certain video programming and Internet content. Parental controls for television are available through the Skitter set-top-box. Contact your SKITTER Affiliate if you need help setting up those controls. In order to use our parental controls for video programming, you generally must lease a set-top box from us or use a SKITTER App that has such capabilities. The availability and effectiveness of these tools may vary. Even if you use the parental controls we provide and they work as intended, you may be exposed to materials you find objectionable.

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

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

**(b) Outages and Credits.** SKITTER has no liability for service interruptions except that, if you lose all Video, HSD or Home Phone Service for more than 24 consecutive hours and the cause of



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the outage was within our reasonable control (excluding service suspensions resulting from your failure to pay amounts you owe us or for violations of our Customer Agreements), we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Service(s) interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).**

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

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

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

## 6. We May Change our Customer Agreements

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

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

**(c) Notice as to Certain Changes.** We will provide you at least 30 days' notice of any material change to the provisions that limit the time to commence a legal action contained in Section 12 or the arbitration provisions contained in Section 13 of this Agreement and any such change will become effective only after such notice period has run.



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

### 7. If You Violate our Customer Agreements

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

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

**(c) We Can Pursue Other Remedies.** If we think you have violated our Customer Agreements, we have the right to seek compensation from you through arbitration or, if you have opted out of this Agreement's arbitration provisions as permitted under Section 13, or if we are seeking a court order that requires you to take or cease taking any action, by suing you in court.

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

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

**(a) No Warranties.** Our Services (which, for purposes of this section 8, also refers to our equipment and software) are not guaranteed to work, to be error- or virus-free, or to be compatible with any services, equipment or software not provided to you by SKITTER or our licensors or suppliers (including Customer-Owned Equipment). Our Services are provided on an "as is" and "as available" basis. Neither we nor our licensors or suppliers make any warranties of any kind with respect to these Services. This includes so-called "implied warranties" (such as those of merchantability or fitness for a particular purpose). If the law where you live says we cannot exclude certain warranties, then those warranties are not excluded.

**(b) SKITTER's and SKITTER Affiliate's liability is limited.** Except for the directory listing service credits described in Section 5 and the service interruption credits described in Section 8 of this agreement, neither we nor any of our SKITTER Affiliate's employees, agents, licensors or suppliers will be liable to you for any losses or damages of any kind based directly or indirectly on your relationship with us or our provision of the Services, whether based on breach of contract, tort (for example, a negligence or product liability claim), violation of law or regulation





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or any other legal theory. For example, we are not liable to you for losses or damages that result from your use or inability to use the Services (including 911 services), or for any losses or damages that may result from installation, use, modification, repair or removal of Customer Use Equipment or Customer-Owned Equipment. In no event will we be required to credit you an amount in excess of your Service fees for the month during which you suffer any losses or damages.

**(c) Secure your communications and data.** The services and the communications you make using them may not be secure. You are responsible for securing your communications and data. SKITTER will not be responsible if a third party gains access to the services, the Customer-Owned Equipment, or your communications or data.

**(d) Damage or loss to your property.** The Services may result in damage or loss to your own services, equipment (including Customer-Owned Equipment), software and data (including your personal files). We are not responsible for any such damage or loss. This includes damage or loss resulting from software downloads or other changes or modifications that are made to Customer-Owned Equipment as contemplated in this Agreement.

### 9. Your Privacy Rights and Obligations

**(a) Applicable Law.** Your privacy interests, including your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Subscriber Privacy Notice which you can find at [www.skitter.tv/privacy-policy](http://www.skitter.tv/privacy-policy).

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

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

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

**(e) Safeguard Your Account Information.** You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social security number or passwords that we may issue to you). If someone else acquires this



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information (through no fault of ours), we may assume that you have authorized that person's use of the information and we may provide your personal information to that person as if they were you.

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

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

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

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

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

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

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

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

**(c) Other Consents.** We may ask you to provide consents or authorizations, including by electronic means including email or your equipment (for instance, using your remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in"



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to a consumer study), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.

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

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

**(a) One Year Limit.** You waive (in other words, give up) the right to commence any proceeding against SKITTER or the Skitter Affiliate if the relevant events occurred more than one year earlier.

**(b) Opt Out.** You may opt out of the waiver set forth in this section. If you do so, the normal statute of limitations in your area will apply to any claims you may wish to assert. To opt out, you must notify SKITTER using one of the methods described in Section 14, below, within 30 days of the date that you first became subject to this provision (i.e., the date you first became subject to our Customer Agreements by signing a Work Order or using our Services or, if this Section 12 (or a predecessor version that is not materially different from this Section 12) was not then a part of the Customer Agreements, then the date that this Section 12 became binding on you in accordance with the terms of Section 6(c), above).

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

**(a) Arbitration.** Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in Section 13, each of us agrees to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. The foregoing shall not apply with respect to any actions to collect unpaid and past due subscription fees from you owed to us, in which case we may bring an action in a local court in your jurisdiction.

**(b) Types of Claims.** Each of us may bring claims against the other only on their own behalf, and not on behalf of any official or other person, or any class of people, and neither of us may bring claims against the other alongside or with claims, whether similar or not, brought by other people.

**(c) Arbitration Decisions.** The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or SKITTER requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same



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arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.

**(d) Costs.** In the event of any arbitration proceeding, the prevailing party (you or us) will be entitled to recover from the non-prevailing party all costs of arbitration, including reasonable attorneys' fees.

### 14. Opt Out Instructions

To opt out of the time limitation on claims that is set forth in Section 12, above, or the arbitration provisions in Section 13, above, you must use one of the following notification methods:

Send a written opt out request to:

SKITTER CABLE TV, INC., 3230 Peachtree Corners Circle, Suite H, Norcross, GA 30092, attention: LEGAL SERVICES.

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

If you opt out of the arbitration provisions in Section 13, you agree that any action brought against SKITTER shall be in the courts of Gwinnett County, GA and such courts shall have the sole and exclusive jurisdiction of such action(s).

### 15. Definitions; Headings

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

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

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

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



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

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

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

(h) **"HSD Service"** and **"High Speed Data Service"** means our broadband Internet service (including when distributed over an in-home wi-fi network) and wireless data services (including our out-of-home wi-fi service).

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

(j) **"Maximum Throughput Rate"** means the highest Throughput Rate that is provided by your level or tier of HSD or Wireless Data Service.

(k) **"Network Management Tools"** are the tools and techniques we use to manage our network, ensure a quality user experience and ensure compliance with our Acceptable Use Policy. Examples of some Network Management Tools can be found in our Acceptable Use Policy and Network Management Disclosures. Contact [info@skitter.tv](mailto:info@skitter.tv), or contact your local SKITTER Affiliate office for more information.

(l) **"Services"** refers to the services and features you receive or order from us. These may include video, high speed data, wireless data, home security and monitoring, and Home Phone services, equipment-based services like DVR service, and free services that you may use in connection with any of our paid services. "In-home Services" refer to Services that you use in your home; "out-of-home Services" refer to Services that you can use outside your home (for example, wi-fi service you access in a public place through your SKITTER account and video programming you can watch outside your home via WatchTVEverywhere or similar authorized app).

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



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**(n) "Tariff(s)"** are the materials SKITTER files with your local Public Service Commission (or similar state agency) that describe some of the terms on which we offer our Home Phone Service.

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

**(p) "SKITTER"** means SKITTER CABLE TV, Inc. and its parent and Affiliates that provide our Services.

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

**(r) "Usage Limit"** means the aggregate amount of "upstream" and "downstream" data that may be transferred between your location and our facilities in a prescribed period (for example, a monthly billing period). If you are unsure of whether your broadband service level has a Usage Limit or how to monitor your data usage, check with your local SKITTER Affiliate office.

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

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

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

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

**(a) Survival of Terms.** The terms of this Agreement relating to the rights in and to Software (Sections 3(b) and 3(c)), limitations on liability and warranty disclaimers (Section 8), the time period within which you may bring claims (Section 12), resolution of disputes (Section 13), our obligation to grant you service credits (Sections 5, 6 and 8) and your obligation to pay us and to indemnify us for certain third-party claims (Section 1) will survive (in other words, continue to apply to you even after) the termination of this Agreement.

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



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

**(d) Your Right to Terminate.** If you wish to terminate Services, you must notify us and either return any Customer Use Equipment to us or provide us with reasonable opportunity to schedule a visit to your location to disconnect the Services and recover Customer Use Equipment. *You cannot terminate Services by simply writing "canceled" or any other message on your bill or check.*

### 17. The Rights of Third Parties

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

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

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

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

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

**(b) Partial Invalidity.** If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement should stand. The surviving portions of the relevant Customer Agreement should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in Section 13 regarding Arbitration.



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

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

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

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