

Layer3 TV
Internet Terms and Conditions of Service

Welcome to Layer3 TV! The Layer3 TV Internet service will be provided to you (“you” or “your”) on the terms and conditions set forth in this agreement (“Terms and Conditions of Service” or “TOS”) by the operating company subsidiary or affiliate of Layer3 TV, Inc. that owns and/or operates cable television systems in your area (“Layer3 TV,” “our,” or “us”). For purposes of these Terms and Conditions of Service, “affiliate” means any subsidiary of Layer3 TV, Inc. These Terms and Conditions of Service are between you, the customer, and Layer3 TV.

The Terms and Conditions of Service contained herein, together with any applicable promotional terms agreed to by you (“Promotional Terms”), Privacy Policy and Acceptable Use Policy (attached hereto as Attachment A), which are incorporated into these Terms and Conditions of Service by this reference in their entirety, (collectively, the “Terms and Conditions of Service” or “TOS”) constitute a legal document that details your rights and obligations as a purchaser of the Layer3 TV Internet service (“Service” or “Services”). These TOS set forth the terms and conditions pursuant to which Layer3 TV agrees to provide or otherwise make our Services available to you.

Our Services, including transaction and subscription based Services, were designed to be accessed and used only by those purchasers intentionally authorized by us to receive such Services after registering with us and creating an account (“Account”) to access the Internet via Layer3 TV’s fiber based Internet service (each, an “Authorized User”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY ACCESSING AND/OR USING OUR SERVICES, YOU AND LAYER3 TV EACH ACKNOWLEDGE THEIR UNDERSTANDING OF, AND HEREBY CONFIRM THEIR AGREEMENT TO BINDING ARBITRATION AND TO WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION IN CONNECTION WITH ANY DISPUTE IN ACCORDANCE WITH THE “DISPUTE RESOLUTION, BINDING ARBITRATION AND CLASS ACTION WAIVER” PROVISIONS SET FORTH IN SECTION 15 OF THESE TOS.

SECTION 1: ACCEPTANCE OF TERMS AND CONDITIONS OF SERVICE

A. Acceptance. You must be at least 18 years of age to purchase the Services as an individual or to accept these TOS as an authorized representative for the person or entity who purchases the Services. By accepting these TOS, you represent and confirm that you are an adult of at least 18 years of age. If you are an entity, by accepting these TOS, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOS; and you are also confirming that these TOS constitute a valid and binding obligation of yours. All use of the Services, whether or not authorized by you, shall be deemed for your use. You are responsible for ensuring that all use of the Services comply with these TOS. Our Services are not intended to be used by children under

the age of 13 without involvement and approval of a parent or other legal guardian. These TOS govern your use of all of our Services and your relationship with us. You must accept these TOS as a condition of receiving the Services. By accessing, visiting, downloading, using or paying for any of our Services you confirm your acceptance and agreement to these TOS, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on our website, all of which are incorporated herein by reference. If you do not agree to these TOS, then do not access or use any of our Services. If you are an existing user and do not wish to accept any changed or replaced TOS, then you must immediately stop using and cancel the Services immediately. Certain elements of our Services may be made available without any requirement to pay a fee, and you hereby acknowledge and agree that any such access to or use are also governed by these TOS.

B. Changes to these Terms and Conditions of Service. We may change all or any portion of these TOS at any time and from time to time, in our sole and absolute discretion. You may view the most current version at: www.layer3tv.com. If we make a change to these TOS and that change has a material impact on the Services, you will be provided notice of that change, and such notice will be provided consistent with the Notice provisions of these TOS. Your continued use of the Services following such notice constitutes your acceptance of those changes.

C. Private and Personal Use Only. Our Service is a consumer grade service, solely for private, personal, non-commercial use, not for use in the operation of a business or service bureau, and not for re-sale, for profit or for the benefit of any person or entity other than the Authorized User; and your limited rights to use our Service is subject to your understanding of, and agreement to, these TOS in their entirety. You agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes any portion of the Service, use of the Service, or access to the Service. Further, you agree that the Service will not allow third parties to use the Service via wired, wireless or other means. For example, you may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot), use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). You may connect multiple computers/devices within a single home to your modem and/or router to access the Service through a single issued IP address, and if available through the Service, you may permit guests to access the Internet through your Wi-Fi capabilities. You also may not exceed the bandwidth usage limitations, if any, that Layer3 TV may establish from time to time for the Service, or use the Service to host any type of server. Violation of this Section may result in bandwidth restrictions on your Service or suspension or termination of your Service.

SECTION 2: OUR SERVICES

A. Our Services. Our Services include your access to and use of: (i) any and all software, technology and other intellectual property rights (including all functionality and data contained therein) (e.g., adaptive streaming and third-party platform authentication) owned or operated by us (regardless whether available for download directly or indirectly from Layer3 TV) (e.g., applications that are hosted or downloaded, accessories, tools, features and/or functionality related to and/or made available by us); (ii) websites owned, operated or otherwise controlled by, or on behalf of, us; (iii) any and all content accessible by you (e.g., any and all transaction and

subscription video, audio, data, interactive, programming, advertising and other content); and (iv) any and all other products and/or services accessed, provided, used or otherwise made available to you, including to enhance past or then-current Services. The Service does not include voice telephony service, email service, antivirus protection or any Layer3 TV television services.

B. Service Access. Our Service includes content available via Layer3 TV, Equipment (see Section 9), Software Licenses; Third Party Titles (see Section 10), accessories, and tools (including a "remote access" tool which allows you to access portions of your Layer3 TV service from a website or other medium).

C. Disruption of Service. In no event shall we be liable for any failure or interruption of program transmissions or Service resulting in part or entirely from circumstances beyond our reasonable control (including without limitation, any interruption or degradation of Service arising from your interference, modification or tampering with the Service, Equipment or Equipment connections). Subject to requirements under applicable law, credit may be given for qualifying outages.

SECTION 3: INSTALLATION/SERVICE

A. Premises Access. You will provide Layer3 TV and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Layer3 TV may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow Layer3 TV and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations Layer3 TV deems appropriate for the work to be performed. You will be responsible for payment of service charges for visits by Layer3 TV or its subcontractors to your premises when a service request results from causes not attributable to Layer3 TV or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by Layer3 TV.

B. Inside Wiring. You acknowledge that Layer3 TV or its subcontractors may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give Layer3 TV permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify Layer3 TV from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

C. Service and Bandwidth Availability and Speed. The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that it was available. Layer3 TV will

provision qualified high speed internet at the maximum rate available to your location based on our standard qualification procedures, unless you have selected a level of service with a lower maximum rates, speeds, or broadband rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service may vary based on network or Internet congestion, your computer configuration, your use of television video on demand (VOD) service, and the wiring inside your location, among other factors. The Service and certain other Layer3 TV provided services, Layer3 TV television service, share bandwidth on the fiber-optic connection to your home. The bandwidth available for the Service may be reduced temporarily (a) during times of significant utilization of television in a particular area, (b) due to other unusual events such as network outage or failure, or (c) if you are, or someone in your household is, watching multiple televisions simultaneously. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control. In addition to, and without limiting any other provisions in these TOS, Layer3 TV may, permanently or temporarily, add, delete, rearrange, alter, interrupt, change, reassign, remove, and/or eliminate all or any portion of our packages of Services, the content and services accessible therein or by means of Equipment, as well as the prices and fees related thereto ("Changes"), from time to time and at any time. You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Layer3 TV is not responsible for access by you or any other users to objectionable or offensive content. LAYER3 TV STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

D. Compliance with Law. You agree to use our Services, including all features and functionalities associated therewith, in accordance with all applicable laws (e.g., public performance limitations or other restrictions on any use of our Services or contents therein). You agree not to archive, download (other than through the equipment provided by Layer3 TV for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or otherwise use or gain access to all or any portion of our Services, except as explicitly authorized in these TOS. You also agree not to: circumvent, remove, alter, deactivate, degrade, thwart or otherwise interfere with any of our Services.

E. Service Monitoring. We have no obligation to monitor content or services accessible by means of the Equipment; however, you acknowledge and agree that we have the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect us or other subscribers. Additionally, we shall have the right to determine in our sole discretion what constitutes an "inappropriate" or "commercial use" of our systems, Equipment, or Service.

F. Additional Features, Functionality and Tools. Any additional service features, functionality and tools that we may offer may be further subject to specific TOS and subject to charges, change, or removal at any time by us. In order to access and use certain service features,

functionality and tools, and third-party content or services accessible by means of the Equipment, you will need a broadband connection, and you will need to obtain such connection (including sufficient levels and required equipment related thereto) from a third-party provider at your sole cost and expense (“Connectivity”). Layer3 TV is not responsible for your Connectivity (or the amount of data consumed by you in connection with your use of any of our Services). It is your responsibility to obtain and maintain the Connectivity necessary to access and use our Services.

SECTION 4: PARENTAL CONTROL; PRIVACY POLICY

A. Parental Control. You understand and agree that by using our Services you and/or other users at your residential location may be exposed to materials or content that may be offensive, sexually explicit or objectionable. Parental control features may be available upon your request to block certain programming and/or filter certain content. We make no representation or warranty regarding the effectiveness of such parental control features. Under no circumstances will Layer3 TV be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Services.

B. Privacy Policy. Personal information you provide to Layer3 TV is governed by our Privacy Policy, which is posted at www.layer3tv.com and is subject to change from time to time. Layer3 TV reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Layer3 TV network consistent with applicable law.

SECTION 5: AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES

A. Account; Login Credentials. Prior to accessing certain of our Services, you may be required to provide certain personal information determined by us as necessary to create an Account. To become an Authorized User, you must first register with us for an Account. You will be required to create login credentials, comprised of a user name and password (“Login Credentials”) designed to enable access and use your Account. You are responsible for any and all actions, omissions, or other activities related to your Account, including any Authorized Users you permit to be linked to your Account (if any, and only to the extent, permitted by us). The person in whose name any Account is used for access to our Services, and whose payment method is charged, if any, is referred to as the “Primary Account Holder.” As the Primary Account Holder you may have access to and control over your Account. If you have an Account, then your control of such Account is exercised through your use and protection of your password. Please be aware that to maintain exclusive control and ensure compliance with these TOS, you may not reveal or share your Login Credentials with anyone. If you believe that your Account has been accessed by anyone other than you or any Authorized Users you have permitted thereunder, or otherwise without permission or in any unauthorized manner, then you must contact us immediately at: 844-Layer3TV (844-529-3738). You are responsible for updating and maintaining the truth and accuracy of the information provided to us relating to your Account (e.g., current billing information for Subscription Services (as defined below)).

B. Your Responsibility Regarding Management of Your Computer, Other Devices and Data.

You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. **YOU AGREE THAT Layer3 TV IS NOT RESPONSIBLE FOR THE LOSS OF YOUR OR ANY THIRD PARTY DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR OR ANY THIRD PARTY DATA, OR YOUR PERMITTED GUESTS' DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION.**

C. Your Responsibilities Regarding Security. You agree that you are solely responsible for maintaining the security of your and any permitted guests' computer(s), device(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. You agree to keep confidential all passwords, user IDs, and other Account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your Layer3 TV Account, password or user ID. You agree to: (a) immediately notify us if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with you either for profit or not for profit) or unauthorized disclosure or use of your Layer3 TV Account, password, user ID, or any credit or debit card number provided to us by calling at 844-Layer3TV (844-529-3738); (b) ensure you exit from your Account as applicable at the end of each session; and (c) periodically change your password. **WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTISPYWARE AND FIREWALL SOFTWARE.** Use of the Layer3 TV network for the distribution, operation, and maintenance of malicious software (viruses, bots, worms, Trojan horses, etc.) is prohibited. Communications to malicious domain names (e.g., domain names used by networks of machines running malicious software) and to malicious Internet protocol addresses (e.g., IP addresses used by networks of machines running malicious software) may be redirected by Layer3 TV to our network security systems at any time without notice as a countermeasure against the operation of malicious software such as "botnets" in the Layer3 TV network. Layer3 TV's security systems may retain certain information such as the date and time of the malicious communication, the IP address it originated from, the domain name involved, and other technical information for cybersecurity purposes. Our security systems are configured to not retain end user information contained in the payload of the application layer, if any, that is delivered or uploaded by the compromised machines.

D. Account Access. You authorize us to provide information about and to make changes to your Account, including adding new service(s), upon the direction of any person able to provide information we deem sufficient to identify you.

E. Assumption of Risk. There is a risk that other users may attempt to access your Account, such as through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

F. Requests for Information. You should be mindful of any communication requesting that you submit any personal or other sensitive information (e.g., your personal information, credit or debit card account information), and before confirming any such request, you should contact Customer Service immediately at: 844-Layer3TV (844-529-3738). Please be aware that providing your information in response to these types of communications can result in, among other things, identity theft or fraud. Always access your sensitive Account information (e.g., your personal information, credit or debit card account information, Login Credentials, or secrets questions) via our Websites or Apps, or by contacting Customer Service directly at: 844-Layer3TV (844- 529-3738). In order to protect Layer3 TV and its affiliates, media providers, device providers, business partners, or other service providers or licensors (collectively, “Contributors”), we reserve the right, and may, from time to time and at any time, without providing notice to you, place on hold (or otherwise suspend) your Account in connection with any activity that we believe to be fraudulent, illegal, in violation of these TOS, or otherwise suspicious. We may evaluate or elect to provide credits, refunds, price adjustments or other discounts, compensation or recompense, from time to time and at any time, in our sole and absolute discretion, BUT WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR HOLDS PLACED ON YOUR ACCOUNT, IF ANY.

G. Monitoring of Network Performance. Layer3 TV may measure and monitor network performance and the performance of your Internet connection and our network. We may also access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to us s monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and Equipment settings, as they relate to the Service, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Layer3 TV or its authorized vendors, contractors and agents. Layer3 TV reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of subscriber information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our subscribers. Should we change such password(s), we will use reasonable means to notify the subscribers affected, which may include email to the email address on file and/or through notice on our website.

SECTION 6: TRANSACTIONAL & SUBSCRIPTION SERVICES; PACKAGES AND LEVELS; PROMOTIONS AND OTHER PACKAGES

A. Transactional Services. Certain of our Services may be made available by us without requiring any commitment from you to pay any fees or other amounts (e.g., use of our Websites and Apps, access to any available content therein, and video on demand libraries) (collectively, “Transactional Services”). Your access to, and use of, any Transactional Services are governed by these TOS, and once you create or request an Account to access certain of our Services, you

will be a customer until you permanently cancel your Account and all Subscription Services with us. For example, you must abide by these TOS in connection with your creation and use of any Account used solely to access our Services, regardless of whether you ever provide payment information for any other paid Transactional Services. You may be required to provide a payment method and necessary billing information in order to receive certain other Transactional Services (e.g., certain paid “a la carte” video on demand rentals or pay per view offerings). Any and all users that create an Account will continue to receive our Services UNLESS AND UNTIL YOU CONTACT US TO PERMANENTLY CANCEL AND DELETE INFORMATION RELATED TO YOUR ACCOUNT BY CALLING CUSTOMER SERVICE AT 844-Layer3TV (844-529-3738), or until we elect to permanently cancel your Account and Subscription Services (as defined below) for any purpose (e.g., in accordance with our standard information retention and destruction processes following inactivity of your Account for over a year).

B. Subscription Services. Certain elements of our Services may be made available by us solely in connection with your agreement to purchase a subscription to such Services for a set period (e.g., monthly or yearly subscription term) (collectively, “Subscription Services”). Regardless of the period for which you purchased any Subscription Services, following the completion of any such subscription period, your Subscription Services will automatically renew on a month-to-month basis at the then-current standard rates for monthly access to the same Subscription Services, unless and until they are cancelled or changed by you or Layer3 TV in accordance with these TOS.

C. Packages of Subscription Services. We may offer a number of different packages of Subscription Services, including special promotional packages, each governed by any supplemental Promotional Terms provided at the time of your first access or use of such Services. We reserve the right to modify, terminate, or otherwise amend the Subscription Services offered by us, and the contents of the packages and levels thereof.

D. Minimum Requirements. Layer3 TV reserves the right to require and/or change minimum programming package requirements, from time to time and at any time, in its sole and absolute discretion. For example, Layer3 TV may require a minimum commitment term, or Layer3 TV may require you to subscribe to a minimum level or package of our Services in order to view certain content or obtain access to purchase additional levels or packages of Subscription Services. In order to purchase certain packages, you may be required to first subscribe to Services for a set term (e.g., a year-long subscription).

E. Promotional Offers. You may initially accept a promotional offer for a certain package of Services that later becomes unavailable. Promotional offers do not automatically renew and may not be available at the end of, or during, the applicable promotional period, and following the completion of any such promotion, the Subscription Services will automatically renew on a month-to-month basis at the then-current standard rates for monthly access to the same Subscription Services, unless and until they are cancelled or changed by you or Layer3 TV, in accordance with these TOS.

F. Only One Promotion per Account. Promotional offers may not be combined with other promotional offers associated with your Account, unless otherwise expressly permitted in the

applicable Promotional Terms. Layer3 TV reserves the right, in its sole and absolute discretion, to determine your eligibility for any promotional offer pursuant to the applicable Promotional Terms. Layer3 TV reserves the right to change, amend and alter then current promotional offers or Promotional Terms as well as institute new promotional offers, from time to time and at any time, in its sole and absolute discretion. We do not guarantee that any promotional offers are or will be available to you at all, or in connection with any Services desired by you.

G. Cancellation Policies. You may cancel your Subscription Services at any time, and you will continue to have access to such Subscription Services through the end of the subscription period for which you agreed. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY PARTIAL-USE, EARLY CANCELATION OR UNWATCHED PRE-PAID SERVICES. If termination is the result of a violation by you of the terms of this agreement, you may also be liable to pay an Early Termination Fee and/or certain charges and fees as set forth in any applicable Promotional Terms, and for any money you have prepaid. We may, at our sole discretion, refuse to accept your subsequent request for Service following a termination or suspension of your use of the Service. Any cancellation may require at least 48 hours before becoming effective following our receipt of your request. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.

F. BUNDLES SERVICES. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A BUNDLED SERVICES PLAN WITH A MINIMUM TERM COMMITMENT, IF ANY OF THE BUNDLE SERVICES ARE TERMINATED BY YOU OR BY US BEFORE COMPLETING YOUR MINIMUM TERM, THEN YOU AGREE TO PAY LAYER3 TV THE EARLY TERMINATION FEE SET FORTH IN THE BUNDLED SERVICES PLAN YOU HAVE CHOSEN. The term “Bundled Services” means a combination or “bundle” of Layer3 TV Internet service with another Layer3 TV service, such as Layer3 TV television Service.

SECTION 7: BILLING

A. Fees and Charges. We will bill you monthly in advance for your Subscription Services unless and until you cancel the Service or we terminate it. If you choose a Service or Bundled Services plan with a minimum term commitment, you agree to maintain your Service for the term of that plan. Charges are billed to the credit or debit card you registered with your Account. Layer3 TV may, from time to time and at any time, change the amount of or basis for determining any fees or charges, and/or institute new fees, surcharges, or other charges as determined by us (e.g., surcharges imposed for transmission of programming content in certain jurisdictions). You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, changes to your Service and changes in taxes and fees. You agree to pay all amounts billed for our Services, as well as all taxes, fees, and other charges, if any, that are now or may in the future be assessed in connection with any of our Services you access or use, and any other charges due and owing to us. We may apply interest and late fees for any amounts paid following the date when due, and we may terminate or

suspend your Account for any failure to timely pay any amounts or maintain up-to-date payment method information within your Account. State and local taxes or reimbursement charges for gross earnings taxes in some states may apply.

B. Registration of Credit or Debit Card. If you do not already have an Account, you will be required to establish an Account to access certain elements of our Services. To access these certain elements of our Services (e.g. video-on-demand rentals or pay per view offerings), you will also be required to register a valid credit or debit card to process payments of the associated fees. When you register a credit or debit card for a new Account, you authorize Layer3 TV to place a pending charge to your credit or debit card to verify your billing address and the validity of your credit or debit card, which pending charges are temporary and will not be converted into an actual charge to you. Pending charges, while pending, will, however, reduce the available amount of credit on your credit card or funds available to your debit card. You are solely responsible for any and all fees charged to your credit or debit card by the issuer, bank, or financial institution, including fees for membership, any overdraft or other insufficient funds, or for exceeding any applicable credit limit. Once your Account is authenticated, the credit or debit card that you registered with your Account will be charged for each transaction without having to reenter your credit or debit card information. You agree that the issuer of any credit or debit card you registered with your Account will accept these TOS as your authorization and pay all amounts billed in connection with use of your Account without Layer3 TV submitting a signed receipt.

C. Update Credit or Debit Card. You agree to provide us with updated credit or debit card information upon our request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit or debit card information. Without limiting the applicability of any other provisions of this TOS, you acknowledge and agree that neither Layer3 TV nor any Layer3 TV affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number.

D. Billing Cycle. The fees for all Subscription Services and Transactional Services will be billed in advance. For Subscription Services, we automatically bill you each month on the calendar day corresponding to the date on which you first commenced payment for Subscription Services. Account fees for Subscription Services and Transactional Services are fully earned upon payment. If your Subscription Service began on a day not contained in a given month, then we may bill you on a day in the applicable month or such other day as we deem appropriate (e.g., if you are regularly billed on the 31st, then we may bill you on the 28th or 30th of the calendar months that do not have 31 days). Although we endeavor to bill you as described in this paragraph, we reserve the right to change the timing of our billing as necessary, from time to time, and at any time. We may authorize your payment method in anticipation of Account or service-related charges. As used in these TOS, “billing” shall indicate a charge, debit, or other payment clearance, as applicable, against your registered credit or debit card information. For the purposes of this paragraph, “month” or “monthly” refers to your billing cycle.

E. No Returns, Credits or Refunds. YOU UNDERSTAND AND AGREE THAT PAYMENTS ARE NONREFUNDABLE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY PARTIALLY USED SERVICE (E.G., SUBSCRIPTION SERVICES NOT USED OR TRANSACTIONAL SERVICES NOT DOWNLOADED OR FULLY VIEWED). Although not required or obligated, we reserve the right to evaluate or elect to provide credits, refunds, price adjustments or other discount, compensation or recompense, from time to time, and at any time, in our sole and absolute discretion; provided that any such elections to offer any such credits, refund, price adjustment or other discount, compensation or recompense in one instance does not entitle you to the same or any such benefit in the future for similar or unrelated instances, nor does it create any obligation whatsoever for us to offer such benefit to you or any other user in connection with any past, present, or future request under any circumstance whatsoever. Any amounts refunded in the form of bill credits, cash payments or any other form shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid.

F. Payment Processing. You authorize us to use outside payment processing agencies or other companies for purposes of paying any refund owed to you, and you further authorize us to sell, assign or otherwise transfer its refund rights and obligations under these TOS to outside payment processing agencies or other companies. You agree that we or the outside payment processing agency or other company that is responsible for your refund may determine in our or, if applicable, their sole and absolute discretion the form of any refund that we issue to you under these TOS, and such form may include a credit on your next statement, a check, or a prepaid debit card that may be subject to monthly service fees that are deducted from the amount of the refund.

G. Restarting your Services. If you do not make timely payment for your Services, we may disconnect, suspend, limit, or terminate your access to such our Services, and in such event, we will be immediately and forever wholly relieved from any and all of our duties and obligations to you under these TOS. If your Account is disconnected for non-payment, or for any other reason whatsoever, then Layer3 TV may require that you pay, and you agree to pay, any amount due (regardless of how long outstanding, and including all past due charges and all outstanding balances accrued through the date of such disconnection) before we reconnect your access to any of our Services. We are not obligated to reconnect your access to any of our Services. If your Services are disconnected for non-payment, or for any other reason whatsoever, then you may no longer be eligible, even if you pay to restart your Services, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your Services, or any of our other Services, not been disconnected, suspended, limited, or terminated. Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of initial purchase of such promotional Service or Transactional Service, and we reserve the right to stop any promotion at any time for any reason whatsoever.

H. Data Charges. You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Layer3 TV or a third party) for accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to Layer3 TV or third parties, including all applicable taxes, and you are solely responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions.

I. Attorney's Fees/ Collections. If we use an attorney or a collection agency to collect any money you owe us, or to assert any other right that we may have against you (e.g., any breach of any agreement you may have with Layer3 TV or any of our affiliates), then you hereby agree to pay the reasonable costs of such collection or other action. These costs may include the costs of a collection agency, reasonable attorneys' fees, and court costs.

J. Billing Error. If you believe you have been billed in error, you must contact our Customer Service immediately, and in no event more than fifteen (15) days following the date you receive any bill for which you are seeking correction. Failure to timely notify us of any dispute will constitute your acceptance of the corresponding billed amounts. You must pay undisputed portions of any billing statement when due, or, without limitation to any other rights or remedies available to Layer3 TV at law, in equity, under contract (including these TOS), or otherwise, all of which are hereby expressly reserved (e.g., we may elect to suspend or terminate your Services or any of our Services), permanently or temporarily, in whole or in part. All payments for our Services must be made directly by you to us, unless we authorize otherwise; Layer3 TV shall have no obligation to provide Services for which payment is made by you to a third party or for which payment is made by a third party on your behalf.

K. Suspension/Termination by Layer3 TV. Your Services may be suspended or terminated if your payment is past due. Layer3 TV may also suspend or terminate your Services if it is determined that there is previously unpaid, undisputed, and outstanding debt for the Service. Such suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. While your Services are suspended any applicable promotional offers may be discontinued and revoked as determined solely by Layer3 TV. You will be charged a fee to restore your Service from suspension. In addition, Layer3 TV may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that Layer3 TV believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (c) is a violation of these TOS, or any applicable policies or guidelines, and Layer3 TV may refer such use to law enforcement authorities without notice to you. Termination or suspension by Layer3 TV of the Services also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.

L. Contacts to Terminate Service. You may terminate the Services at any time by calling 844-Layer3TV (844- 529-3738). You must pay service fees and other charges incurred through the termination date, including any early termination fees that apply. If you rent your Equipment,

you may also be charged the value of any Equipment that is not returned in accordance with Section 9.

M. No Paper Bill. Failure to receive a bill, including a paper bill does not release you from your payment obligation.

SECTION 8: CUSTOMER SUPPORT SERVICES AND RELATED COMMUNICATIONS

A. Customer Support Services. Layer3 TV may elect to provide Account support services or other assistance in connection with your Account (“Customer Service(s)”). The levels, methods, and availability of our Customer Service offered is determined by us, in our sole and absolute discretion. If we make available or otherwise provide Customer Services, then such Customer Services are considered part of our Services for purposes of these TOS, including any and all restrictions, disclaimers, and limitations herein.

B. Communications. By registering for an Account, you hereby consent to receive electronic and telephone communications from us and other Contributors related to such Account and our Services. These communications may involve sending emails to the email address you provided during registration, delivering electronic communications via your Account, or contacting you via the telephone number you provided to us, and will include notices about your Account (e.g., payment authorizations, password or payment method changes, confirmation e-mails, notices, and other similar or transactional information related to such Account); these communications are part of our Services and your relationship with us. You agree to notify Layer3 TV immediately of any changes in your primary email address. You also agree that any notice, agreements, disclosures, or other communications that we send to you electronically or via telephone, as described herein, will satisfy any legal communication requirements (e.g., that such communications be in writing and through an appropriate method). You consent to receiving other electronic and telephone communications from us, such as newsletters or announcements about new Services features and content, special offers, promotional announcements, and customer surveys. If you no longer want to receive certain non-transactional communications via email or telephone, please contact Customer Service at 844-Layer3TV (844- 529-3738), click on the “Unsubscribe” link contained in any email, or on any other link that indicates that you would like to be removed from future, similar non-transactional communications.

C. Recording of Communications. You acknowledge and agree that all communications between us may be recorded or monitored by Layer3 TV for quality assurance or other purposes. D. Account Escalation. If you are unable to get a problem resolved to your satisfaction via Customer Service, you may write to Layer3 TV at: Layer3 TV, Attn: Customer Escalation, 1660 Wynkoop Street, Suite 800, Denver, Colorado, 80202 with concerns and complaints.

SECTION 9: EQUIPMENT

A. Equipment. Equipment provided by us may be new or fully inspected and tested. ALL EQUIPMENT IS PROVIDED "AS IS", AND LAYER3 TV HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING

WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE. Any equipment or software that was not provided to you by us is not the responsibility of Layer3 TV, and we will not provide support for, or be responsible for, ongoing maintenance of such equipment.

B. Equipment. "Equipment" means the modem, router, optical network terminal, and/or other equipment provided by Layer3 TV for use with the Service. For the avoidance of doubt, the term "Equipment" shall include any router provided to you by Layer3 TV that is either rented by you or otherwise required to be returned to Layer3 TV upon termination or cancellation of Service, but shall not include any router that you purchase from Layer3 TV or a third party. All Layer3 TV-provided Equipment distributed to and/or installed for use in your service location(s) remains the property of Layer3 TV. None of the Equipment shall become a fixture. The Equipment is intended to service and reside at the specific Service location and is not to be used or relocated to another location without Layer3 TV's authorization.

C. Equipment Fee. You agree to pay a monthly fee for the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Equipment fees may be included in your monthly charge for the Services or be charged separately (different taxes and surcharges may apply to the equipment fees, Service fees, and/or the equipment fee portion of the Service fees). Equipment fee/purchase options, if applicable, depend on the Layer3 TV Services you order and installation options you choose. The Equipment may require electrical power from your premises to operate, which you are responsible for providing.

D. Equipment Management. We reserve the right to manage the Equipment during the time you are a Layer3 TV customer and retain exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. We will repair or replace damaged Equipment as we deem necessary. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with the TOS as determined by Layer3 TV, you will be responsible for the price of repair or replacement. Layer3 TV shall have the right to presume misuse or other improper operations or handling by you in the event you request repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose (such as on another network, or on another provider's network). You agree to use appropriate and reasonable care in using any and all Equipment.

E. Customer Owned Equipment. We will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment, including, but not limited to, Wi-Fi routers, Wi-Fi extenders, battery backup equipment, and inside wiring/cabbling.

F. Return of Equipment. Upon termination of the Services for whatever reason, you must return the Equipment, undamaged, within twenty-one (21) calendar days to Layer3 TV. If the Equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged the amount set forth in the current pricing lists for such Layer3 TV Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of Layer3 TV Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the layer3 TV Equipment. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Equipment within this time period. If the Equipment is returned within ninety (90) days of termination, any fees charged for the Equipment will be refunded (other than fees for damages). No refunds will be made for any Equipment returned more than ninety (90) days after termination. In addition to termination of Service, these return of Equipment provisions apply if your existing Equipment is replaced or upgraded for any reason.

G. Theft of Our Equipment or Service. You agree to notify us immediately, in writing or by calling the customer support line, if the Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide your Account number and a detailed description of the circumstances of the Equipment theft, including documentation of theft (e.g., a copy of a police report) or stolen or fraudulent use of the Services. You will be responsible for all charges incurred on your Account until you report the theft or fraudulent use of the Services. You will be responsible for stolen Equipment, however, we may in our sole discretion waive or reduce charges for stolen Equipment upon submission of documentation of theft or other circumstances. Failure to provide us notice of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by us, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

H. Care of Equipment. You agree that neither you nor any other person (except Layer3 TV's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by you, Layer3 TV shall relocate the Equipment for you within your home at a time mutually agreed to by you and Layer3 TV. You may incur a charge for such relocation and should consult a current Layer3 TV schedule of rates and charges prior to requesting such relocation.

SECTION 10: SOFTWARE LICENSES; THIRD PARTY SERVICES

A. Software for use with Service. We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by Layer3 TV or its third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade, change, or add new Software remotely or otherwise and to make related changes to the settings

and software on your computer or Equipment, or any equipment authorized by Layer3 TV for use in connection with the Service, and you agree to permit such changes and access to your computer, Equipment, and any such equipment authorized by Layer3 TV for use in connection with the Service. You may use the Software only in connection with the Service and for no other purpose.

B. End-User License Agreement. Certain Software may be accompanied by an end user license agreement ("EULA") from Layer3 TV or a third party. Your use of the Software is governed by the terms of that EULA and by these TOS, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

C. Software Not Accompanied by EULA. For Software not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by Layer3 TV or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Layer3 TV or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Layer3 TV or its third party licensors. You may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Layer3 TV or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations. By downloading or using the Software, you agree to the foregoing, and represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any such list.

D. Time Period for Use of Software or Additional Services. Your license to use the Software will remain in effect until terminated by Layer3 TV or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer or other device.

E. EULA of Third Party Providers. If you subscribe to or otherwise use any third party services offered by Layer3 TV, your use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our sole discretion, result in the termination of your

Service. The Service may not be compatible with all third-party services, such as security and alarm systems, which may require specific settings and configurations to function properly.

F. Intellectual Property. All portions of the Services and Equipment and any firmware or Software used to provide the Services or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents, and materials on related website(s) are the property of Layer3 TV or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of Layer3 TV or third-party providers are and shall remain the exclusive property of Layer3 TV or third-party providers, and nothing in this Agreement shall grant you the right or license to use such Marks.

G. Warning Against Piracy and Infringement. Receiving any portion of the Services without paying for them, and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception, reception, display, or other transmission or access of any portion of our Services, is a violation of various U.S. federal and state laws and of these TOS. The penalties for violating applicable laws can include imprisonment and civil damage awards of up to \$110,000 per violation. Section 605(e)4 of Title 47 of the United States Code makes it a federal crime to modify your device or our Services to receive encrypted (scrambled) television programming without payment of required subscriptions (e.g., Subscription Services). Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures any hardware or Software that has been so modified is an accessory to that offense and may be punished in the same manner. Investigative authority for violations of this type lies with the Federal Bureau of Investigation.

SECTION 11: LIMITATIONS ON USE OF THE SERVICE

A. You acknowledge and agree that Layer3 TV (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Service is secure or will meet your needs.

B. You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Layer3 TV is not responsible for access by you or any other users to objectionable or offensive content. Layer3 TV STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

C. You are not authorized to use any Layer3 TV name or mark as a hypertext link to any Layer3 TV Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Layer3 TV.

D. You agree that Layer3 TV assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any content, advice or opinions contained in any emails,

message boards, chat rooms or community services, Layer3 TV web sites or in any other public services or social networks, and that Layer3 TV does not endorse any advice or opinion contained therein, whether or not Layer3 TV provides such service(s). Layer3 TV does not monitor or control such services, although we reserve the right to do so.

E. You represent that when you, or your permitted guests' transmit, upload, download, post or submit any content, images or data using the Service you or your permitted guests have the legal right to do so and that your or your permitted guests' use of such content, images or data does not violate the copyright or trademark laws or any other third party rights.

F. Websites linked to or from the Service are not reviewed, controlled, or examined by Layer3 TV and you acknowledge and agree that Layer3 TV is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Layer3 TV.

G. The Layer3 TV customer portal is provided only for the use of Layer3 TV subscribers and any other use is prohibited. You may view, copy or print pages from the Layer3 TV customer portal solely for personal, noncommercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute, manipulate, or publish any information from the Layer3 TV customer portal without the express written permission of Layer3 TV. At any time Layer3 TV may, without notice, make changes to the Layer3 TV customer portal or to the online services or products described on the Layer3 TV customer portal. Without the express prior written authorization of Layer3 TV, you may not (a) use any data mining robots, hardware or software modules that add a specific feature or service by plugging into an existing larger system, or similar data gathering and extraction tools, scripts, applications, or methods on the Layer3 TV customer portal; (b) use any device, software, or hardware to bypass any operational element or to interfere, or attempt to interfere, with the proper working of the Layer3 TV customer portal; (c) take any action that imposes an unreasonable or disproportionately large load on the Layer3 TV customer portal or its network infrastructure or that adversely affects our network or other customers; (d) decompile, reverse engineer, modify or disassemble any of the software in or associated with the Layer3 TV network and/or servers; (e) use any meta tags or any other "hidden text" utilizing Layer3 TV's name or any Layer3 TV trademark without Layer3 TV's prior written permission; or (f) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Layer3 TV or use any Layer3 TV trademark. Unauthorized use of the Layer3 TV customer portal or its network infrastructure and/or data display by a person or entity that is not the authorized user of the account is illegal and Layer3 TV reserves the right to take appropriate legal action.

H. If you choose to access the Layer3 TV customer portal from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you reside. Layer3 TV makes no representation that materials on the Layer3 TV customer portal are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

SECTION 12: DISCLAIMER OF WARRANTIES YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THESE TOS, LAYER3 TV (ON BEHALF OF ITSELF AND THE OTHER CONTRIBUTORS) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTION, ENJOYMENT, QUALITY, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LAYER3 TV DOES NOT TAKE ANY RESPONSIBILITY WHATSOEVER OR OTHERWISE WARRANT THE PERFORMANCE OF ANY DEVICE, INCLUDING THE CONTINUING COMPATIBILITY OF THE DEVICE (OR ITS OPERATING SYSTEM) WITH ANY OF OUR SERVICES, OR ANY INTERNET CONNECTION, INCLUDING ITS SPEED, BANDWIDTH OR COMPATIBILITY WITH ANY DEVICE OR LAYER3 TV SERVICE. FURTHERMORE, WE DO NOT MAKE ANY PROMISES ON BEHALF OF ANY THIRD PARTY, INCLUDING THE OTHER CONTRIBUTORS, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY PROMISES MADE BY US RELATED TO SUCH PARTIES OR THE PRODUCTS AND SERVICES PROVIDED BY THEM. The disclaimers set forth in these TOS expressly apply to any terms hyperlinked and incorporated herein, including any Promotional Terms, the Privacy Policy, Acceptable Use Policy, and the EULA, and including the software contained in our Services and your use of such software. We do not warrant that any issues, errors, or other defects or failures in or related to the software or our Services will be corrected.

B. LAYER3 TV DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF LAYER3 TV HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR LAYER3 TV SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY EQUIPMENT).

C. LAYER3 TV DOES NOT WARRANT THAT ANY OF THE SERVICE, EQUIPMENT, OR OTHER EQUIPMENT AUTHORIZED BY LAYER3 TV FOR USE IN CONNECTION WITH THE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. LAYER3 TV SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT (INCLUDING ANY OTHER EQUIPMENT

AUTHORIZED BY LAYER3 TV FOR USE IN CONNECTION WITH THE SERVICE), RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

E. WE HEREBY DISCLAIM ANY, AND YOU AGREE THAT WE DO NOT HAVE ANY, OBLIGATION WHATSOEVER TO REPLACE OR SUPPLEMENT ANY SERVICES, PACKAGE OF SERVICES, OR PORTION OF ANY SERVICE(S) THAT WE CHANGE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT, OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY AMOUNT PAID BY YOU TO RECEIVE REPLACEMENT, SUPPLEMENTAL OR ALTERNATE SERVICES, PACKAGES OF SERVICES AND/OR PORTION OF SERVICES AS A RESULT OF ANY CHANGE.

F. ANY MEDIA, SOFTWARE, OR OTHER MATERIAL OR CONTENT OBTAINED THROUGH USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR TELEVISION, RECEIVER, DEVICE OR OTHER HARDWARE, OR LOSS OF DATA THAT RESULTS FROM OBTAINING OF ANY SUCH MEDIA, SOFTWARE OR OTHER MATERIAL OR CONTENT. NEITHER LAYER3 TV NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY, AND WILL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, CORRUPT, OR OTHERWISE HARM ANY OF YOUR PROPERTY OR THE PROPERTY OF ANY THIRD PARTY, INCLUDING YOUR SOFTWARE, DEVICE OR OTHER HARDWARE.

G. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LAYER3 TV OR THE OTHER CONTRIBUTORS, OR VIA YOUR ACCOUNT OR USE OF THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TOS.

SECTION 13: LIMITATION OF LIABILITY

A. Indirect Damages. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER LAYER3 TV NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (E.G., INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES EVEN IF LAYER3 TV OR ANY OF SUCH OTHER CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM, OR OTHERWISE RESULTING DIRECTLY OR INDIRECTLY FROM: (i) USE OF ANY OF OUR SERVICES; (ii) ACTIONS, OMISSIONS, AND OTHER ACTIVITY UNDER YOUR MEMBERSHIP ACCOUNT (INCLUDING USE NOT AUTHORIZED BY US); (iii) THE PERFORMANCE OR NON-PERFORMANCE OF OUR SERVICES; OR (iv) THE INSTALLATION, MAINTENANCE, REMOVAL, OR TECHNICAL SUPPORT OF OUR SERVICES, EVEN IF SUCH DAMAGES RESULT FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF LAYER3 TV OR ITS AFFILIATES.

B. Force Majeure. NEITHER LAYER3 TV NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY FAILURE TO PERFORM THAT IS CAUSED BY OR OTHERWISE RESULTS FROM ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SERVER, INTERNET, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

C. Limitation of Service Liability. IN ADDITION TO ANY OTHER LIMITATIONS SET FORTH IN THESE TOS, NEITHER LAYER3 TV NOR THE OTHER CONTRIBUTORS, WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN ANY SERVICES OR FOR ANY DELAY, FOR THE AVOIDANCE OF DOUBT, INCLUDING: (i) IF SUCH ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION, OR DELAY ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF LAYER3 TV'S ACCESS TO ALL OR ANY PORTION OF OUR SERVICES FOR ANY REASON WHATSOEVER; (ii) THE RELOCATION OF ALL OR ANY PORTION OF OUR SERVICES TO DIFFERENT SERVER(S); (iii) ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION IN THE FEATURES AND/OR FUNCTIONALITY AVAILABLE WITH YOUR PERMITTED DEVICE(S) OR OUR SERVICES; (iv) ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US OR OUR CONTRIBUTORS; OR (v) ISSUES RESULTING FROM YOUR DEVICE OR INTERNET CONNECTION, INCLUDING, LACK OF SUFFICIENT BANDWIDTH. FURTHERMORE, NONE OF LAYER3 TV, ITS AFFILIATES, PROVIDERS, DEVICE PROVIDERS OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR THIRD-PARTY LICENSORS WILL BE LIABLE FOR ANY ADDITION, DELETION, REARRANGEMENT, ALTERATION, INTERRUPTION, CHANGE AND/OR ELIMINATION OF OR TO ANY DEVICE(S), FOR THE AVOIDANCE OF DOUBT, INCLUDING REMOVING OR DISABLING SOFTWARE, FEATURES AND/OR FUNCTIONALITY.

D. Limitation of Direct Damages. EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS SECTION 12, THE MAXIMUM AGGREGATE LIABILITY OF LAYER3 TV FOR ANY AND ALL CLAIMS UNDER OR RELATING TO: (i) EACH ACCOUNT INCLUDING ALL AUTHORIZED USERS THERE UNDER (IF MORE THAN ONE IS PERMITTED BY US), OR (ii) YOU ONLY, IF YOU ARE NOT AN AUTHORIZED USER UNDER ANY ACCOUNT, IS LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE OF THE FEES THAT WERE PAID BY YOU UNDER THESE TOS DURING THE SIX (6) MONTHS BEFORE THE APPLICABLE CLAIM, OR IF DURING THE FIRST SIX (6) MONTHS OF ANY ACCESS OR USAGE TERM, THEN THE FIXED FEES TO BE PAID BY YOU UNDER SUCH TOS DURING THE FIRST SIX (6) MONTHS OF SUCH USAGE TERM.

E. Applicability. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, BUT ONLY TO THE MINIMUM

EXTENT SUCH LIMITATIONS ARE EXPRESSLY DISALLOWED UNDER THE APPLICABLE LAW(S).

SECTION 14: INDEMNIFICATION

You hereby agree to indemnify, defend and hold Layer3 TV and its parents and affiliates, each of its and their present and future media providers, device providers, business partners, service providers, licensors, contractors, subcontractors, authorized distributors, authorized subdistributors, authorized retailers, directors, members, managers, officers, agents, employees, and other Users, and each of their respective assigns, transferees, heirs, successors, and legal representatives (the “Protected Group”) harmless from, against and with respect to any and all actions, claims, disputes or demands, including reasonable attorneys’ fees and costs, that are incurred in connection with, arising out of or relating to access to or use of our Services (or the use of the Service or any such Equipment by anyone else): (a) in violation of applicable laws, regulations or these TOS; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) in any manner that results in claims for infringement of any intellectual property rights.

SECTION 15: DISPUTE RESOLUTION, ARBITRATION AGREEMENT AND CLASS ACTION WAIVER PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

A. Mandatory Binding Arbitration and Class Action Waiver. Subject the provisions of this Section 15 below, if you access or use any of our Services, then you and Layer3 TV hereby agree that any and all past, present and future disputes, claims, actions or other controversies arising out of or relating in any way to our Services, these TOS and/or your relationship with the Protected Group except any Dispute relating to the enforcement of Layer3 TV’s, its affiliates’ or any of the Protected Group’s intellectual property rights and without limiting our and your rights to resolve disputes using various informal dispute resolutions (each, a “Dispute”) will be determined exclusively on an individual (non-class) basis by binding arbitration or, within the scope of its jurisdiction, in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts under the U.S. Federal Arbitration Act (“FAA”). Use of a neutral arbitrator is designed to provide you and us with a fair proceeding. Arbitrators may award the same damages and relief that a court may award, and judgment on any such award may be entered in any court of competent jurisdiction. **YOU HEREBY ACKNOWLEDGE YOUR UNDERSTANDING AND AGREE THAT BY ACCEPTING THESE TOS AND THE ARBITRATION PROVISIONS HEREIN, THE FAA WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND LAYER3 TV AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND LAYER3 TV ARE EACH HEREBY IRREVOCABLY WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION IN CONNECTION WITH ANY DISPUTE BETWEEN US. YOU AND LAYER3 TV ALSO AGREE THAT ANY ARBITRATION CONDUCTED HEREUNDER WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS, AND WILL NOT**

BE BROUGHT OR PROCEED ON BEHALF OF A CLASS OR IN A REPRESENTATIVE CAPACITY. A “Dispute” includes those based in contract, any applicable current or future federal, state, local or international law, statute, rule, or government or quasi-government order or action or regulation, tort (including fraud, misrepresentation, fraudulent inducement, negligence, willful misconduct or any other intentional tort) or any other legal or equitable theory. The meaning of “Dispute” is to be interpreted to have the broadest possible meaning permitted by law, and will only be modified to the extent necessary to be legal, binding and no longer in conflict with any law as further provided in Section 15(B) below. For illustrative purposes only, Disputes also include your billing disputes, claims involving or relating to telephone calls, direct marketing, advertisements or electronic communications that you claim you received from Layer3 TV and/or a party acting on our behalf or any actions or other controversies in connection with our Privacy Policy.

B. Dispute Resolution. If a Dispute arises and you or we wish to seek arbitration or file any action in small claims court, then the party wishing to seek arbitration or file an action must first send to the other party, by certified mail, notice of the applicable Dispute (“Dispute Notice”), and you and Layer3 TV hereby agree to attempt to resolve any such Dispute through informal dispute resolution for at least sixty (60) days following the date on which the applicable Dispute Notice is properly sent. You and we must download or copy the form for your Dispute Notice at www.layer3tv.com, which form of Dispute Notice must include a written statement that sets forth: (i) the name, address and preferred contact information of the party giving the notice; (ii) a description of the nature and basis of the applicable Dispute; (iii) the facts giving rise to such Dispute; and (iv) the specific relief sought by you in connection therewith. You must send, any and all Dispute Notice(s) to: 1660 Wynkoop Street, Suite 800, Denver, Colorado, 80202, marked to the attention of the Office of the General Counsel (“Notice Address”), by certified mail; and we must send any Dispute Notice to you at the contact information we have for you (e.g., to your Account, the email address you provided to register your Account or your billing address). If we and you do not agree to a resolution of a Dispute during the required informal dispute resolution period above, then either party may commence arbitration or a small claims court proceeding in accordance with this Section 15 to resolve such Dispute. To initiate arbitration proceedings the party seeking such arbitration must open a case by filing with the American Arbitration Association (“AAA”) a demand for such arbitration, paying the administrative filing fee and providing a copy of the applicable arbitration agreement (collectively, the “Demand for Arbitration”); you will only responsible for paying an arbitration initiation fee equal to the amount that you would pay to file a lawsuit against us in the appropriate court of law in your state, not to exceed \$125.00 and we will pay any excess fees or deposit(s) required to initiate such arbitration proceeding. If you are entitled to reimbursement pursuant to this Section 15 and would like us to reimburse you for the actual amount of fees paid by you to initiate an arbitration proceeding, then you must send written notice to Layer3 TV at the Notice Address, by certified mail, of: (a) the amount requested; (b) the name of the payee; (c) the return address for the payment; and (d) a copy of the receipt or other documentation evidencing the amount paid by you. You must download or copy a form to initiate arbitration www.adr.org. A Demand for Arbitration must be made through “AAA WebFile,” at www.adr.org, or by filing such demand with any AAA office, regardless of the intended location of the requested proceeding. During the arbitration, the amount of any settlement offer made by us or you may not be disclosed until after

the arbitrator determines the amount, if any, to which you or we are entitled in connection with the applicable Dispute.

C. Arbitration Procedures and Forum. All arbitration proceedings will be administered by the AAA and governed under its Consumer Arbitration Rules (including any amendments thereto or successor rules thereof published by the AAA) (collectively, the “AAA Rules”), as supplemented and modified by these TOS. The AAA Rules are available online at www.adr.org or by calling the AAA at 1 (800) 778-7879. The arbitrator will be bound by the terms and conditions of these TOS. Subject only to the limited exceptions expressly set forth in this Section 15, the arbitrator, and not any federal, state or local court, agency or other authority, will have the exclusive authority to resolve any and all Disputes, including issues relating to the scope, interpretation, applicability and enforceability of this arbitration agreement (e.g., any claim that all or any part of these TOS (including, for example, this Section 15) is void or voidable). Unless you and Layer3 TV agree otherwise, any arbitration hearing will be held in the county (or parish) of your billing address or if no billing address is provided, then of your primary residence.

D. Costs of Arbitration; Compelling Arbitration. Subject to the exceptions expressly set forth in this Section 15, if you or we decide to initiate arbitration and seek less than \$75,000 in damages, then we will pay all costs and fees of the applicable arbitration proceeding for any such proceeding initiated in accordance with the notice requirements unless the arbitrator finds that the arbitration was brought for an improper purpose; and if you or we initiate any arbitration proceeding seeking more than \$75,000 in damages, then the payment of such costs and fees will be governed by the applicable AAA Rules. Except as otherwise expressly permitted pursuant to this Section 15, if either party attempts to have a Dispute reviewed by a court (e.g., files a judicial or administrative action asserting a claim that is subject to arbitration), and the other party successfully compels arbitration of the applicable Dispute, then the party attempting (or that attempted) to have such Dispute reviewed by such court in violation of these TOS must pay the other party’s costs and expenses incurred in seeking to compel arbitration, including reasonable attorneys’ fees.

E. Class Action Waiver. NEITHER YOU NOR LAYER3 TV SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE). Further, unless both you and Layer3 TV specifically agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party’s individual claim. In the event that this Section 15(E) or any other material provision of this Section 15 is held to be unenforceable, void or voidable, then Section 15 in its entirety will be void, ab initio.

F. Rights to Opt-Out. If you do not wish to be bound to resolve all Disputes exclusively through arbitration proceedings and small claims courts as set forth in this Section 15, then you must notify Layer3 TV in writing within thirty (30) days following the date on which you initially accept our then-current terms of use for our Services (as further described in Section 1 above

(e.g., upon creating an Account)) by sending written notice to Layer3 TV at the Notice Address, by certified mail, of your election to reserve arbitration as a non-exclusive means of resolution of Disputes (“Opt-Out Notice”). You must download or copy a form for your Opt-Out Notice by clicking [here](#), which Opt-Out Notice must include a written statement that sets forth: (i) your name; (ii) your address; (iii) your Account number (if any); and (iv) a clear statement that you do not wish to resolve all Disputes with Layer3 TV exclusively through arbitration. Please be aware that your decision to provide us with an Opt-Out Notice will automatically terminate any obligation that Layer3 TV would have had to resolve disputes exclusively through arbitration (i.e., any Opt-Out Notice will remove the applicable obligations from both parties), and constitutes a waiver of any financial amounts that would have been paid by us in connection with arbitration proceedings as provided in this Section 15. Your delivery of an Opt-Out Notice to us will not result in our termination of your access or use of our Services, and we will not provide you Services inferior to other Authorized Users, or otherwise adversely affect the Services we provide, as a result of our receipt of an Opt-Out Notice from you. Your right to reserve arbitration as an alternative means of resolution of Disputes rather than an exclusive one is limited; and any notice requesting to opt-out not received within thirty (30) days following the date on which you first accept these Terms of Use will not be void, ab initio, and will constitute your understanding and agreement to resolve all Disputes exclusively through arbitration or small claims court proceedings as described in Section 15.

G. Miscellaneous. Notwithstanding our rights to make future changes to these TOS, if any such future change made by us to the provisions in this Section 15 materially limit or alter your then-current rights, then you may reject such changes by sending written notice to Layer3 TV at the Notice Address, by certified mail, of your rejection of the applicable changes: (i) within thirty (30) days following the date on which we notify you of such modified TOS; or (ii) in the event we do not provide notice of such future change, then within thirty (30) days following the date on which you become aware of such modified TOS. The dispute resolution, binding arbitration and class action waiver agreements and provisions will survive the expiration or earlier termination of your Membership Account, Subscription Services or other access to or use of our Services. Please be aware that this agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, including the Federal Communications Commission, and such agencies can, if the law allows, seek relief against us on your behalf. We also each agree that this agreement evidences a transaction in interstate commerce, and thus the AAA governs the interpretation and enforcement of the provisions and agreements set forth in this Section 15.

SECTION 16: MISCELLANEOUS

A. Notice. Any notice required or permitted to be given by Layer3 TV under these TOS may be provided by any reasonable means, including by mail, by publication on the Layer3 TV website, via your Account for our Services (e.g., by sending an electronic message to your Account), by telephone or by e-mail. If we send you notice by mail, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your physical address of record as then-currently stated in our records. If we send you notice to your personal e-mail or through your Account e-mail, including notice directing you to changes published on our Website, such notice will be considered given upon sending to your e-mail address of record as then-currently stated

in our records and associated with your Account or upon sending to your Account. If we give you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your phone number of record as then-currently stated in our records. Unless otherwise specified in these TOS, any notice required or permitted to be given by you under these TOS must be in writing and be sent to Layer3 TV at the Notice Address, by certified mail; and will be deemed given only when such notice is received by us at the Notice Address. If your name, contact information or other Account information is no longer accurate or otherwise changes, then you must promptly access and correct such information associated with your Account as further described under our Privacy Policy.

B. Entire Agreement. These TOS, including those terms hyperlinked and incorporated herein, constitute the entire agreement between Layer3 TV and you regarding the subject matter hereof. If you are an existing User of any websites, products or other services provided by our affiliates, then your acceptance and agreement to these TOS is independent of, and without modification to, any such other agreement and will not amend, modify or otherwise affect any such relationship governed thereby. With respect to any of our Services, these TOS govern your use of such Services, and supersede any prior agreements or understandings between you and Layer3 TV with respect to the subject matter hereof.

C. Applicable Law. These TOS, including all matters relating to their validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to these TOS, your relationship to Layer3 TV and/or otherwise related to our Services will be governed by the laws of the State of Colorado without giving effect to its conflict of law provisions. If any provision in these TOS is declared to be illegal, invalid or is otherwise in conflict with any law, then such provision will automatically be considered modified to the minimum extent necessary to make such provision legal, binding and no longer in conflict with such law, without affecting the validity of any other provisions of such TOS, and any and all other provisions will remain in full force and effect to the fullest extent permitted by law.

D. Credit Reporting Authorization. As permitted under applicable laws and without limitation to other rights provided in these TOS or other applicable policies, you authorize Layer3 TV to (a) disclose your Account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Layer3 TV's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations under these TOS, Layer3 TV may report your failure to a credit reporting agency.

E. Choice of Forum. You agree that any action at law, in equity, under contract (including under these TOS) or otherwise that is excluded from, or otherwise not subject to arbitration or small claims court must be filed, and that venue properly lies, only in the state or federal courts located in the city and county of Denver, Colorado, United States of America and you hereby irrevocably consent and submit to the personal jurisdiction of such courts for the purpose of litigating such action.

F. Assignment. You agree that Layer3 TV may assign or otherwise transfer (e.g., sell) your agreement to these TOS, including information contained in or related to your Account with Layer3 TV to any third party without your prior consent. You may not assign or otherwise transfer any agreement(s) with us without first obtaining our prior written consent, which consent may be withheld, conditioned or delayed for any reason or no reason whatsoever (e.g., your Account reflects an outstanding unpaid balance).

G. No Waiver; Remedies Cumulative. Except as otherwise expressly provided in these TOS, the failure of a party to exercise or enforce any right or provision of these TOS will not constitute a waiver of such right or provision. The rights and remedies provided under these TOS to Layer3 TV in case of your default or breach of these TOS are cumulative and without prejudice to any other rights and remedies that Layer3 TV or you may have at law, in equity, under contract (including under these TOS) or otherwise, all of which are hereby expressly reserved.

H. No Modification. You may not modify these TOS by making any typed, handwritten, or any other changes for any purpose.

I. No Third-Party Beneficiaries; Claim Limitation. You agree that, except as otherwise expressly provided in these TOS, there are no third party beneficiaries to your agreement to these TOS. You agree that regardless of any law to the contrary, any claim, Dispute or cause of action by you arising out of or related to our Services pursuant to these TOS must be filed within 1 year following the date on which such claim, Dispute or cause of action arose; and if not filed within such 1 -year period, then you hereby irrevocably waive any and all rights to pursue such claim(s), Disputes or other cause(s) of action.

J. Headings. The section titles and paragraph headings in these TOS are for convenience only and have no legal or contractual effect. Any and all examples or references to “include,” “includes” or “including” set forth in these TOS are by way of example only and will be interpreted as non-limiting. Any reference in these TOS to the singular form of a word will include the plural form of the word, if applicable, and any reference to the plural will include the singular, if applicable. In addition, the term “days” when used in these TOS, unless specified as a ‘business day’ means a calendar day. For the purposes of these TOS, a ‘business day’ means a weekday (other than a Saturday or a Sunday) excluding any national (United States) holiday.

K. Severability. The invalidity under applicable law of any provision of these TOS will not affect the validity of any other provision in these TOS. In the event that any provision in these TOS is determined to be invalid, unenforceable or illegal, then: (i) such provision will be reformed to the minimum extent necessary to cause the provision to be valid, enforceable and legal, and to preserve the intent expressed in, and the benefits provided by, these TOS; or (ii) if such provision cannot be so reformed and we cannot mutually agree to a modification thereto, then such provision will be severed from these TOS and the remainder of the TOS will remain effective and be construed as if such severed provision was not included.

L. Survival. Any provision of these TOS that logically would be expected to survive the suspension, completion, expiration or earlier termination of your Account, Subscription Services and/or other Services or your agreement to these TOS will survive such suspension, completion,

expiration or earlier termination, including any and all representations and warranties contained in these TOS and any and all provisions and agreements regarding indemnification obligations, confidentiality obligations, dispute resolution, binding arbitration and class action waivers, the “Miscellaneous” provisions in this section, limitations of liability and disclaimers.

Last Updated: April 21, 2017

ATTACHMENT A ACCEPTABLE USE POLICY

1. General Policy: Layer3 TV reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates these TOS or other Layer3 TV policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Layer3 TV network by Layer3 TV or other users, or violates the terms of this Acceptable Use Policy (“AUP”).

2. Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of these TOS and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Layer3 TV or any other entity, or to penetrate the security measures of Layer3 TV or any other person’s computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, “spamming”, “flaming” or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Layer3 TV’s or any third party’s copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Layer3 TV network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the Service to violate any rule, policy or guideline of Layer3 TV; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. Copyright Infringement/Repeat Infringer Policy. Layer3 TV respects the intellectual property rights of third parties. Accordingly, you may not store any material in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Layer3 TV to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, Layer3 TV expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any subscriber or account holder if Layer3 TV, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Layer3 TV may have under law or contract.

4. Layer3 TV may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of these TOS and AUP.

Last Updated: April 21, 2017