

ELECTRONIC PAYMENT AND PAPERLESS BILLING TERMS

IN ORDER TO PROVIDE HIGH QUALITY CUSTOMER SERVICE AND TO FACILITATE OUR CUSTOMERS' SUBMISSION OF ELECTRONIC PAYMENTS, CHARTER COMMUNICATIONS OPERATING, LLC AND ITS RESPECTIVE AFFILIATES AND SUBSIDIARIES PROVIDING SERVICES TO MEDIUM AND LARGE BUSINESSES ("SPECTRUM BUSINESS"), HAVE CREATED THESE ELECTRONIC PAYMENT AND PAPERLESS BILLING TERMS (THE "TERMS"). THESE TERMS, ALONG WITH THE TERMS OF SERVICE ("TOS"), GOVERN CUSTOMER'S USE OF SPECTRUM BUSINESS SERVICES. CUSTOMER AGREES THAT THE THEN-CURRENT VERSION OF THE TERMS TO BE MAINTAINED BY SPECTRUM BUSINESS AND POSTED ON SPECTRUM BUSINESSWEBSITE WILL SUPERSEDE ALL PRIOR VERSIONS OF THE TERMS AND CUSTOMER'S CONTINUED USE OF SPECTRUM BUSINESS ELECTRONIC PAYMENT AND PAPERLESS BILLING SERVICES (AS DEFINED BELOW) WILL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THESE TERMS, AS THEY MAY BE AMENDED FROM TIME TO TIME. ANY CAPITALIZED TERMS NOT OTHERWISED DEFINED WITHIN THESE TERMS SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE TOS.

BY USING THE ELECTRONIC PAYMENT AND/OR PAPERLESS BILLING SERVICES, CUSTOMER AND EACH OF ITS USERS AGREE TO ABIDE BY THESE TERMS. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF THE ELECTRONIC PAYMENT SERVICE AND/OR PAPERLESS BILLING SERVICES, AS APPLICABLE.

1. Electronic Payment Services. Customer may authorize Spectrum Business to make an electronic funds transfer or charge/debit the bank account, debit or credit card designated by Customer ("Payment Method") for the balance of its monthly invoice ("One Time Pay Service"). Alternatively, Customer may elect to pay the balance of its monthly invoice on a monthly recurring basis ("Auto Pay Service") (together, the Express Pay, One Time Pay Service and Auto Pay Service constitute the "Electronic Payment Services").

2. Payment Authorization.

- a. <u>Express Pay and One Time Pay Authorization</u>: By electing the Express Pay or One Time Pay Service, Customer authorizes Spectrum Business to charge/debit its designated Payment Method to make a one-time payment in the amount requested by Customer.
- b. <u>Auto Pay Authorization</u>: By enrolling in the Auto Pay Service, Customer authorizes Spectrum Business to charge/debit electronically the Payment Method each month to pay the balance due on Customer's account on the due date shown on Customer's monthly invoice. Spectrum will continue to charge/debit the Payment Method each month unless Customer cancels its authorization at least five (5) business days before the next scheduled payment date. The amount shown as due on the monthly invoice will constitute notice of any variance in amount paid in the previous month. The balance shown as due on Customer's account will be deducted on or around the payment due date.
- 3. Change of Payment Method. Customer must notify Spectrum Business of any change to its account information or the Payment Method. Changes will be applied by the following billing cycle. Customer can update its account information or Payment Method while speaking with one of our service representatives or on SpectrumBusiness.net. Customer will remain responsible for taking appropriate actions to ensure that its monthly invoices are paid when due.
- 4. Revocation of Auto Pay Authorization. Customer has the right to revoke the recurring Auto Pay Authorization with Spectrum Business at any time, except for those Services where enrollment in the Auto Pay Service is required. Any revocation of the Auto Pay Authorization will not take effect until after receipt by Spectrum Business and, once processed, will result in the discontinuance of the Auto Pay Service. After cancelation of Auto Pay Service, Customer will be responsible for taking appropriate action each month to pay all amounts due as set forth on Customer's monthly invoice.
- 5. **Enrollment in Paperless Billing Service.** Customer understands and acknowledges that by electing to receive paperless billing that Customer will no longer receive a paper invoice from Spectrum Business (the



"<u>Paperless Billing Service</u>" and, together the Electronic Payment Services and Paperless Billing Service constitute the "<u>Electronic Payment and Paperless Billing Services</u>"). Customer may download a copy the paperless invoice. Customer may further choose to receive an email notification that its invoice is available online to view and pay. Customer will remain responsible for taking appropriate actions to ensure that its monthly invoices are paid when due. Managing Paperless Billing is a function exclusive to authenticated users signed in to spectrumenterprise.net.

6. Cancellation of Paperless Billing Service. Customer may cancel the Paperless Billing Service at any time and request to receive a paper bill by either (a) opting out of the Paperless Billing Service spectrumenterprise.net; or (b) contacting one of our service representatives. Such cancellation will not take effect until after receipt by Spectrum Business. Spectrum Business will begin sending invoices to Customer in paper form within a commercially reasonable time after Customer's request has been processed. After cancellation, Customer will remain responsible for taking appropriate action each month to pay all amounts due as set forth on Customer's monthly invoice. Spectrum Business reserves the right to deny or cancel the Paperless Billing Service at any time, in its sole discretion.

7. Customer Representations and Obligations.

- a. By using the Electronic Payment Services, Customer (i) represents that the person submitting the authorization is a legally authorized user of the Payment Method and (ii) authorizes Spectrum Business to store the Payment Method for future use.
- b. Customer is responsible for (i) ensuring that the Payment Method information is current and accurate at all times and (i) all fees and costs related to maintaining a valid Payment Method with their banking institution, including without limitation processing fees and annual costs.
- c. Customer is prohibited from using the Electronic Payment Services in violation of law, for any illegal activity or purpose, including payment fraud or identity theft.
- d. By enrolling in the Paperless Billing Service, Customer represents that the person accepting these Terms has the authority to accept and receive paperless billing (and, if applicable, discontinue receiving a paper bill) for this Spectrum Business account.
- e. Customer has an ongoing responsibility to provide Spectrum Business with an accurate, current, and complete e-mail address.
- 8. Consent to Electronic Notice. Customer agrees Spectrum Business may provide legal notices regarding the Electronic Payment Services, payments made, and other relevant information or records attributable to Customer's payment transactions electronically, and Customer may not revoke consent to receive such electronic notice, records, or disclosures while Customer is enrolled in or using the Electronic Payment Services. Customer further agrees that, by enrolling in the Paperless Billing Service, Customer also consents to receive disclosures, notices, records and other types of information related to the Spectrum Business Services (both current and future) that would otherwise be included in its Spectrum Business invoices, including, without limitation, notices of (a) price changes; (b) service changes; and (c) suspension.
- 9. Security. It is Customer's responsibility to protect the confidentiality of any <u>username</u> or password used in connection with the Electronic Payment and Paperless Billing Services. Customer shall not provide access to the Electronic Payment and Paperless Billing Services to anyone other than its authorized users. If Customer believes Customer's password or other means to access the Electronic Payment and Paperless Billing Services has been lost, stolen, or otherwise compromised, Customer must immediately notify Spectrum Business.
- 10. **Disclaimer of Warranties.** THE ELECTRONIC PAYMENT AND PAPERLESS BILLING SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITITATION, WARRANTIES OF TITLE, MERCHANTABILITY, NON-



INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE ELECTRONIC PAYMENT AND PAPERLESS BILLING SERVICES. SPECTRUM BUSINESS DOES NOT WARRANT THAT THE ELECTRONIC PAYMENT OR PAPERLESS BILLING INFORMATION, PROCESSES, OR SERVICES WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL, OR BUG-OR-ERROR-FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY.

- 11. **Limitation of Liability.** SPECTRUM BUSINESS'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR THE PROCESSING OR DEDUCTION OF AN INCORRECT TRANSFER OF FUNDS HEREUNDER SHALL BE THE RETURN TO CUSTOMER OF THE IMPROPERLY TRANSFERRED FUNDS.
- 12. **Exclusive Use.** Customer's use of the Electronic Payment and Paperless Billing Services, whether through Spectrum Business's websites, interactive voice response systems or through any other means, is for Customer's exclusive use.

SPECTRUM BUSINESS RESERVES THE RIGHT AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF THE ELECTRONIC PAYMENT AND PAPERLESS BILLING SERVICES WITHOUT NOTICE IF SUCH USE VIOLATES THESE TERMS, IS OBJECTIONABLE OR UNLAWFUL, OR INTERFERES WITH SPECTRUM BUSINESS'S SYSTEMS OR NETWORK.