

# FOCUS Broadband Terms of Service

The services that you receive from FOCUS Broadband are subject to the terms identified in your Residential Services Subscription Agreement, Service Order, Acceptable Use Policy, this Terms of Service, and any Addendums, as discussed in the Residential Services Subscriber Agreement. These agreements are available online at [www.focusbroadband.com](http://www.focusbroadband.com).

## Billing & Payment

We may request that you pre-pay the charges for your first month's service and any installation or equipment fees are payable at the time of installation. Thereafter, we will bill you for your services every month in advance. Charges for additional items, (for instance, pay-per-view movies and events, international and directory assistance calling, additional services and features) will be billed the following billing cycle. Your monthly FOCUS Broadband bill will identify your recurring service charges, additional charges and applicable taxes, fees and surcharges. These taxes, fees and surcharges may include, among others, federal and state excise taxes and fees, state and local sales and business taxes and service-specific charges, such as federal and state universal service contributions, E911 support charges and regulatory and franchise fees. You may request from FOCUS Broadband a list of applicable fees, taxes and surcharges.

Payment in full for all billed charges, including additional charges and all taxes, fees and surcharges, must be received by the date indicated on your bill to avoid late fees and other charges. A late fee may be assessed upon any outstanding undisputed balance due that remains after the due date appearing on your bill. Please report any billing errors immediately. In order to receive credit for disputed charges, such charges must be reported to FOCUS Broadband in writing within 90 days of the date of the bill that contains the disputed charge(s) unless otherwise specified under applicable law. Refunds or adjustments will not be issued for any charge that is more than 90 days old at the time you notify FOCUS Broadband. Upon receipt of your written dispute, FOCUS Broadband will investigate the dispute and notify you of the results of the investigation and either adjust the billing, issue a credit, or notify you that all or a portion of the dispute amount is still owed. You will be required to pay any amount owed within fifteen (15) days thereafter, and failure to do so may subject your account to termination under these terms of service.

Nonpayment of any portion of your FOCUS Broadband bill may result in interruption or disconnection of any and all services, including Home Phone services. You are liable for payment for all services rendered by FOCUS Broadband and billed to your account. It is your responsibility to mail or make payment in a timely manner to ensure receipt by FOCUS Broadband on or prior to the due date. If you know that your payment will be late, call our Financial Services department so we can make arrangements to avoid service interruption and reconnection fees, or, sign up for *My Account* and pay your bill online.

All equipment, including converters, terminals, remote controls, routers and modems provided by FOCUS Broadband are the property of FOCUS Broadband and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to FOCUS Broadband at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

## "Adult at Home" Policy

Our installers and technicians will not enter your home to perform any work unless a responsible adult (18 years of age or older) is present. We realize this may cause an inconvenience for some of our customers, but this policy is essential to protect you and our employees.

## Equipment

FOCUS Broadband will repair and/or replace the equipment we use to provide your services at no charge if the repair or replacement is not the result of your negligence, fault, or theft from your home. If you are experiencing problems with your service, contact your local Repair office. Repair contact information is available online at [www.focusbroadband.com](http://www.focusbroadband.com). FOCUS Broadband does not repair equipment owned by you such as DVD players, modems, routers, telephones and televisions and is only responsible for bringing service to the input of such equipment.

## Disconnection

You may request that your services be disconnected at any time. We will schedule a disconnect appointment for you, or you may come to our office to return any FOCUS Broadband equipment (converter boxes / remote controls / modems). Unless otherwise provided by applicable law, billing for any disconnected services will stop on the date that the service disconnection takes effect and all equipment is returned. If you are enrolled in a promotional discount guarantee package, you may be subject to an early termination fee if you disconnect your service before the end of your guarantee term.

# FOCUS Broadband Terms of Service

## Moving?

If you are moving within our service area, we will be glad to schedule an appointment to install FOCUS Broadband services at your new location. Please notify us at least 10 days prior to your move and we'll arrange to transfer your services. Some fees and restrictions may apply. When you transfer your services, your account must be in current standing and any credits and charges from your previous service address will be transferred to your new account address. These credits and charges may take up to two months to appear on your FOCUS Broadband bill.

## Network Changes

FOCUS Broadband may at its discretion, temporarily suspend or interrupt your service to make necessary changes in how we provide service over our network and our facilities to your premises. If required by the terms of the agreement or by law or regulation, FOCUS Broadband will notify you in advance of such changes.

In some cases, a technician may need to be dispatched to your premises to install new network equipment and transfer your service to the new network equipment. The new network equipment may require the use of your electrical power for operation with our facilities. If you do not permit FOCUS Broadband to install the new network equipment at your premises, FOCUS Broadband may disconnect your service.

### Specific Terms Regarding Home Phone Service

FOCUS Broadband offers several different calling plans. All FOCUS Broadband Phone calling plans may include popular calling features, such as Call Waiting, Caller ID, Call Waiting ID, Call Forwarding, Speed Dialing, Three-Way Calling, Selective Call Reject, Selective Call Accept, and Anonymous Call Rejection. Voicemail, Private Listings and other optional calling features are available for an extra monthly charge. All rates and fees are subject to change. Current rates are available at [www.focusbroadband.com](http://www.focusbroadband.com) or by **calling your local FOCUS Broadband office**. FOCUS Broadband Phone may be used to make calls using other long distance providers, calling cards and dial around (10-10-) services.

## Calling Plans

FOCUS Broadband Phone Unlimited Nationwide service allows you to call anyone, anytime in the United States, Puerto Rico, US Virgin Islands and Canada for one simple monthly price. Additional charges apply for taxes, fees, calls to directory assistance, operator services, calls to 900 numbers, and international calling to other countries. Current rates and offers are available at [www.focusbroadband.com](http://www.focusbroadband.com).

FOCUS Broadband Phone NC/SC service allows you to call anyone, anytime, anywhere within North Carolina and South Carolina for one simple monthly price. Additional charges apply for taxes, fees, directory assistance, operator services calls and calls to other states, calls to 900 numbers, and international locations. Information regarding current offers and rates for calls to other states and countries is available at [www.focusbroadband.com](http://www.focusbroadband.com).

FOCUS Broadband Phone Local allows you to call anyone, anytime, anywhere within the boundaries of your local calling area for one simple monthly price. Additional charges apply for taxes, fees, directory assistance, operator services calls, calls to 900 numbers, and calling destinations outside of your local calling areas. Information regarding offers, local calling area boundaries and rates for calls to other areas, states and countries is available at [www.focusbroadband.com](http://www.focusbroadband.com).

FOCUS Broadband may add or remove calling plan offerings at any time. A current listing of all calling plan offerings is available at [www.focusbroadband.com](http://www.focusbroadband.com) or by calling your local FOCUS Broadband office.

## Seasonal Service (Guaranteed Disconnect/Reconnect)

Seasonal Service allows you to temporarily suspend FOCUS Broadband Phone service without losing your telephone number. When you have Seasonal Service, you cannot make any outbound calls or receive any inbound calls. To activate Seasonal Service, you must be a current FOCUS Broadband Phone service subscriber. Seasonal Service may be activated or deactivated online via your MYATMC account or by calling your local FOCUS Broadband Customer Service office. Seasonal Service may be limited to a certain number of times per year, and, when activated, Seasonal Service may not be activated for more 180 cumulative days per year. When activating Seasonal Service, your account balance must be current and you must provide a temporary billing address, pay your bill in advance for the period during which Seasonal Service will be active, or sign up for automatic payment. If you have more than one FOCUS Broadband Phone line, you must activate Seasonal Service on all lines at the same time. You may not change your directory listing selection or activate or deactivate Voicemail while Seasonal Service is active. Please note that Seasonal Service will not support alarm or home monitoring systems, as outbound calling capability will be suspended while Seasonal Service is active.

# FOCUS Broadband Terms of Service

## Phone Charges

Your FOCUS Broadband Phone charges will appear as a series of line items on your FOCUS Broadband bill. You may view details of your outbound international, directory assistance and operator service calls and charges at any time online through your "MyATMC" account. Also, you may request a mailed copy of your recent outbound calling details by contacting FOCUS Broadband. Customer Service contact information is available at [www.focusbroadband.com](http://www.focusbroadband.com).

Charges for Voicemail, unpublished (Private) listings, non-optional calling features and Seasonal service plans are not included in FOCUS Broadband Phone plans and may be billed separately. Other services, including directory assistance and operator services designated as "Additional Charge Services" are not included in FOCUS Broadband Phone plans and are billed separately, based upon usage. Additional information about FOCUS Broadband Phone plans, rates and additional charge services can be found at [www.focusbroadband.com](http://www.focusbroadband.com) or by calling your local FOCUS Broadband office.

FOCUS Broadband Phone service may not be compatible with all home monitoring and security systems. If you plan to use FOCUS Broadband Phone service with your home monitoring and security system, you must contact your service provider in order to test the compatibility of the service with FOCUS Broadband Phone service. FOCUS Broadband will not be responsible for the cost of conducting any tests or configuring your monitoring or security system.

## Emergency 911 Access

Our FOCUS Broadband Phone service may require the use of a cable modem or an optical network terminal ("ONT"), both of which are electrically powered. FOCUS Broadband Phone service, including access to emergency 9-1-1 and home security services, may not operate in the event of an electrical power outage. If a power outage occurs in your home and if your cable modem and/or your ONT is equipped with a battery, it may continue to operate for a limited period of time or not at all, depending on the circumstances. If your local FOCUS Broadband system loses power or experiences other service issues, the battery in your cable modem and/or ONT, if any, will not provide backup service and FOCUS Broadband Phone will not be available. You may not move your FOCUS Broadband Phone voice-enabled cable modem to a new address. If you do so, Enhanced 9-1-1 services will not operate properly as emergency operators will be unable to accurately identify your location in an emergency. If you would like to establish service at a new address you must call FOCUS Broadband.

## National Do Not Call List

If you would like to add or remove your number from the National Do Not Call List, you may do so by calling 1-888-382-1222 or online at [donotcall.gov](http://donotcall.gov).

### Specific Provisions Regarding Video Services

## Home Wiring

The following notice will serve to inform you of your options regarding the home wiring located within your dwelling that is used to provide cable service. Home wiring is the cable which runs from your TV set or wireless access point to a point approximately twelve inches outside of your dwelling unit. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire but does not include devices such as converters, descramblers, CableCARDs, A/B switches, parental lockout devices, security devices and the like.

Pursuant to FCC regulations, all customers are given the option to acquire the home wiring within their dwelling unit upon termination of cable service. However, even prior to termination of cable service, we allow our customers to remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of the customer's dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your home wiring in a way that impairs the integrity of the local cable system, such as by creating signal leakage, or which may cause a violation of government regulations. Furthermore, you may not attach devices or equipment to the wiring which alone or together result in a degradation of signal quality to you or your neighbors.

If you choose to have us remove, replace, rearrange or maintain the wiring inside your home, you have the choice of paying our regular hourly service charge on a per-visit basis or of purchasing our optional wire maintenance plan for a small monthly fee. This optional program covers most but not all home wiring problems. For example, it does not cover damage to home wiring caused by you or any third party should you attempt to undertake your own removal, replacement, rearrangement, repair, extension or maintenance of that wiring. Furthermore, we are not responsible for problems relating to the operation of customer-owned consumer electronics equipment such as televisions, VCRs, DVRs, home antennas, etc., which may be connected to home wiring. We

## FOCUS Broadband Terms of Service

are, however, responsible for problems relating to any equipment which you lease from us, other than problems caused by tampering, neglect or abuse.

You also have the option of removing, repairing, rearranging or maintaining the home wiring yourself or of hiring a qualified outside contractor to do the work for you. It is extremely important that only high quality home wiring materials be used and that these materials be properly installed in order to avoid signal leakage and to maintain signal quality in compliance with FCC technical regulations. If you choose to install, replace or repair your own wiring, or hire a third party contractor to do it for you, we will be happy to furnish at cost the necessary wiring and connectors that will meet required technical standards, or provide you with a list of technical specifications for the equipment should you choose to purchase it elsewhere.

### **Please Note...**

In the event improper installation by anyone other than us or the use of improper materials causes signal degradation and/or leakage, you may be held responsible for the cost of rectifying the problem. Also, we may be required under federal law to terminate your cable service until the problem can be remedied.

### **Products, Services and Pricing**

FOCUS Broadband provides customers with a wide selection of programming choices. All customers must subscribe to Basic service to access other programming choices, including tiers of service and services offered on a per program or per channel basis. A complete list of programming choices, together with prices and terms and conditions for subscription are available, upon request, or on-line at [www.focusbroadband.com](http://www.focusbroadband.com).

### **Instructions on How to Use Your Cable Service**

Instructions on how to use your cable service are outlined in the information provided to you at the time of service installation. This information is also available by request from your local FOCUS Broadband office or on-line at [www.focusbroadband.com](http://www.focusbroadband.com).

### **Pricing and Service Changes**

Unless otherwise provided by applicable law, FOCUS Broadband will notify you 30 days in advance of any price or service change. Notice of these changes may be provided on your monthly bill, as a bill insert, as a separate mailing, in the Legal Notice section of the newspaper, on the cable system channel(s) or through other written means.

### **Complaint Procedures**

If you have a complaint about your service, billing, or terms and conditions of service, you may call us directly using the FOCUS Broadband toll free number provided on your monthly bill. In addition, where applicable, we have identified on your monthly bill the video franchising authority that you may contact should we fail to resolve your complaint.

### **Maintenance**

Our technicians must periodically test and occasionally repair our cable equipment throughout the cable system. Cable repair may cause a temporary loss of cable service to an entire neighborhood known as a "maintenance outage." If your cable is not working properly, contact FOCUS Broadband Repair. If a maintenance outage is affecting your area, you will be informed when you call. If the problem is not being caused by maintenance, we will determine the source of the problem and will restore your service as quickly as possible.

### **Service & Installation**

Installation and service call appointments are scheduled in advance. If we cannot meet a scheduled commitment, we will attempt to notify you and reschedule the appointment for a convenient time.

### **Service Interruptions**

FOCUS Broadband maintains a high standard of technical operations within our cable systems and responds promptly to most service interruptions. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, equipment failures, auto accidents involving utility poles, and in some cases, loss of signal at the origination point of the program. In addition, twice a year our satellite reception is disrupted by activity from the sun. This disturbance, which affects most cable and satellite companies within the United States, occurs at the end of February and again in October, due to direct alignment of the sun with our satellite and our earth stations. Unless otherwise provided by applicable law, if you experience a verifiable service outage of more than two hours and notify us in a timely manner, we'll credit your account for such loss of service.

# FOCUS Broadband Terms of Service

## **Sports Blackouts**

Professional sporting events, both local and national, may be subject to blackouts per the league's broadcast rules. Due to these blackouts, not all programming and services will be available in all areas and programming may be subject to change.

## **Cable Service Theft**

Unauthorized cable hookups are a violation of the Residential Services Subscription Agreement. Tampering with or altering a cable system or converter to receive unauthorized services is a Federal crime punishable by fines and/or imprisonment. We have the technology necessary to detect unauthorized hookups, and we conduct periodic system checks.

## *Specific Terms Regarding Internet Service*

### **Performance Measures Testing**

FOCUS Broadband is required by the FCC to periodically test the upload speed, download speed, and latency of the internet connections of certain customers. These customers will be selected randomly by the Universal Service Administrative Company, and their connections will be tested remotely by FOCUS Broadband. Some customers may be asked to have additional equipment installed on their premises. Notice will be given to customers who need additional equipment installed on their premises for testing to be performed. Testing will be performed without notice. FOCUS Broadband will *not* review or track internet activity as a part of FCC mandated performance measures testing.

## **Conduct**

FOCUS Broadband and its representatives are committed to treating people with respect and expect the same in return. Accordingly, FOCUS Broadband reserves the right, without incurring any liability, either to suspend or terminate service, and/ or deny access to any or all facilities owned or leased by FOCUS Broadband, for any of the following reasons: (1) making oral or written statements using abusive language or language that expresses an intention to inflict pain, injury, damage or other hostile action on any FOCUS Broadband representative, (2) while located on the premise of any facility owned or leased by FOCUS Broadband, making a threat or attempting to inflict physical contact or bodily harm on any individual that puts the individual in immediate danger of or in apprehension of such harm or contact, performing willful, deliberate or intentional acts resulting in damage to property owned or leased by FOCUS Broadband. Additionally FOCUS Broadband reserves the right to refuse to perform any requested service or maintenance on the premises of a member or customer if any FOCUS Broadband employee, while on the premises of a member or customer, has a good faith belief that illegal activity is/has taken place or that the premises is unsafe for the employee or exposes the employee to any type of risk.