



(NOT FOR PAYMENTS)

PO BOX 1259  
DEPT. # 102426  
OAKS, PA 19456  
6400 0060 NO RP 08 10082021 YNNNNNNY 01 987961




bangxi xiao  
100 MATHEWSON ST APT 508  
PROVIDENCE RI 02903-1872



October 08, 2021

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**CONTACT US:**

 [cox.com/chat](https://cox.com/chat)  
 [cox.com/mybill](https://cox.com/mybill)  
 401-383-2000

Account Number **001 6610 319887903**  
COX PIN XXXX  
SERVICE ADDRESS APT 508  
100 MATHEWSON ST  
PROVIDENCE, RI 02903-1872

**ACCOUNT SUMMARY as of Oct 8, 2021**

Previous Balance	\$81.75
Payment Received - Sep 24	-\$80.37
<b>Remaining Previous Balance</b>	<b>\$1.38</b>
<b>New Charges: Oct 8, 2021 - Nov 7, 2021</b>	
Your Cox Bundle	-\$15.00
Internet	\$94.49
Partial Month Services	-\$1.45
Taxes, Fees and Surcharges	\$0.91
<b>New Charges</b>	<b>\$78.95</b>
<b>Total Due By Oct 23, 2021</b>	<b>\$80.33</b>

**IMPORTANT NOTICE. Your 24 Month Term Agreement is enclosed. PLEASE READ IT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS AS IT AFFECTS YOUR RIGHTS AND OBLIGATIONS.** You may cancel this Agreement *continued in News from Cox*



Thank you for being a Cox Paperless customer!



Save Time! Save Money! Take control! Enroll in EasyPay - once you set it you'll never forget it. Your bill is automatically paid each month on the day it's due. Sign up today at [www.cox.com/ibill](https://www.cox.com/ibill)!

**October 08, 2021 bill for bangxi xiao**

Account Number **001 6610 319887903**  
Service at APT 508  
100 MATHEWSON ST  
PROVIDENCE, RI 02903-1872

**Total Due By Oct 23, 2021**

**\$80.33**

COX COMMUNICATIONS  
PO BOX 9001085  
LOUISVILLE, KY 40290-1085

06610001238319887903830008033

October 08, 2021 **Bill for bangxi xiao**  
 Account number **001 6610 319887903**  
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## MONTHLY SERVICES Oct 8 - Nov 7

Your services are subject to a 24-month term agreement ([www.cox.com/policies](http://www.cox.com/policies)) (see MyAccount for term agreement end date). If your Internet service is disconnected for any reason, you may be charged early termination fees and the everyday prices (regular rates) for your remaining services will no longer be price protected.

If you have a term agreement for Homelife Security and your service is disconnected for any reason, you may be charged early termination fees.

### INTERNET

#### Cox Internet Ultimate

Includes:

Download speeds up to 500 Mbps  
 1.25 TB (1,280 GB) Monthly Data Plan  
 Over 3 Million Wifi Hotspots  
 Cox Security Suite Plus

**\$82.49**

#### Panoramic Wifi Gateway Rental

Includes:

Panoramic Wifi Gateway  
 Panoramic Wifi app  
 Panoramic Wifi Advanced Security  
 Elite Gamer

**\$12.00**

**Total Internet \$94.49**

**TOTAL MONTHLY SERVICES \$79.49**

### PARTIAL MONTH SERVICES

Preferred Internet	Sep	9-Oct	7	\$-67.66
<b>Panoramic Wifi Gateway Rental</b>	Sep	9-Oct	7	0.97

### Partial Month Services cont.

Promotional Discount	Sep	9-Oct	7	-14.50
<b>Ultimate Internet</b>	Sep	9-Oct	7	79.74

**TOTAL PARTIAL MONTH SERVICES \$-1.45**

### TAXES, FEES AND SURCHARGES

#### Internet Taxes and Fees

State Sales Tax \$0.91

**Total Internet Taxes and Fees \$0.91**

**TOTAL TAXES, FEES AND SURCHARGES \$0.91**

**TOTAL NEW CHARGES \$78.95**

### NEWS FROM COX

#### continued from Page 1

or make changes to your Cox services without paying an early termination fee within 30 days from the start date of your Agreement or 7 days from the date of this bill statement, whichever is later. To cancel or change your services, call us at the number on this bill.

If your services are subject to promotional rates or other discounts (see MyAccount for details), those rates will convert to our everyday prices (then-current regular rates) after the promotions or discounts end. Please see Cox.com for current regular rates. Any discounts provided through a government program are based on rules of the program and may change over time.

### CUSTOMER INFORMATION

You are subject to Cox's terms and conditions, which can be found at [www.cox.com/rcsa](http://www.cox.com/rcsa) and [www.cox.com/policy](http://www.cox.com/policy). Cox's terms and conditions include, but are not limited to, an agreement to arbitrate disputes, payment of various types of fees, including return payment, collection and late fees and other important terms affecting your services. Please carefully read and understand all of the terms of use.

### Payment options

**Online:** Visit [www.cox.com](http://www.cox.com) to register for 24-hour online access or make payments to your account.

**Mail:** Detach this coupon and send it with your check or money order. Please include your account number on your check. Make your checks payable to Cox Communications. Allow 7 days for processing.

**Phone:** Call the number listed under the "Contact Us" section on the front of this bill anytime and follow the phone prompts to make a payment using your bank account or credit card.

**In Person:** Visit [www.cox.com](http://www.cox.com) for a list of Cox Authorized Payment Centers.



October 08, 2021 **Bill for bangxi xiao**

Account number **001 6610 319887903**

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**Customer Information** cont.

**Billing Dispute and Resolution:** If you have any questions or disagree with any portion of your bill, please contact us at the phone number on the front of this statement no later than 60 days from the due date indicated.





## 24-MONTH TERM AGREEMENT

Effective Date: June 23, 2021 V.1.1

THIS DOCUMENT CONTAINS IMPORTANT TERMS AND CONDITIONS THAT AFFECT YOUR RIGHTS AND OBLIGATIONS INCLUDING TERMS THAT REQUIRE MANDATORY ARBITRATION OF DISPUTES AND IMPOSE EARLY TERMINATION FEES IF YOU CANCEL THIS AGREEMENT AFTER THE CANCELLATION PERIOD.

### 1. SCOPE OF AGREEMENT

**1.1 General.** This 24-Month Term Agreement ("Agreement") sets forth the terms and conditions pursuant to which you will receive the Protected Retail Rates for your Covered Cox Services, as those terms are defined in Section 1.2 below. This Agreement is by and between CoxCom, LLC on behalf of itself and its operating affiliates that provide the Covered Cox Services to you ("Cox", "we", "our", "us"), and "You", the account holder to whom the Covered Cox Services (defined in Section 1.2 below) are provided. **IF YOU CHOOSE TO MAKE CHANGES TO YOUR COVERED COX SERVICES DURING THE TERM OF THIS AGREEMENT, SUCH CHANGES MAY REMOVE DISCOUNTS AND THE PROTECTED RETAIL RATES APPLICABLE TO YOUR COVERED COX SERVICES IN ACCORDANCE WITH SECTION 3 BELOW AND THE RESTRICTIONS OF THE SPECIFIC OFFER YOU ACCEPTED.**

**1.2 Protected Retail Rates.** During the Term and subject to this Section 1 and 3 below, Cox will not charge you more than Cox's published regular month-to-month, non-promotional and non-discounted rates (referred to as the "Retail Rate", "Regular Rate", or "Everyday Price"), in effect for your local franchise service area as of the first day of the Term of this Agreement (the "Protected Retail Rate(s)") for the residential Cox TV, Cox Voice, Cox Internet and/or Cox Homelife Automation services you ordered and/or subscribed to (the "Cox Services") in response to an offer from Cox that required a 2-year, or 24-month, term agreement for Cox Internet service (the "Offer"). If you signed up for Cox Services as of March 23, 2021, the Cox Services included in your initial order are covered by this Agreement (the "Covered Cox Services"). Any Cox Services added after your initial order but before June 23, 2021 are not covered by this Agreement. As of June 23, 2021, if you add additional Cox Services to your account during the Term, those additional Cox Services will be covered by this Agreement for remainder of the Term. **YOU AGREE TO CAREFULLY REVIEW THE FIRST BILLING STATEMENT YOU RECEIVE 1) AFTER YOUR ACCEPTANCE OF THIS AGREEMENT AND 2) AFTER YOU ELECT TO MAKE CHANGES TO YOUR COVERED COX SERVICES (WHERE APPLICABLE) AND TO BRING ANY DISCREPANCIES TO COX'S ATTENTION WITHIN THE FIRST THIRTY (30) DAYS OF THE TERM OF THIS AGREEMENT OR SEVEN (7) DAYS AFTER RECEIPT OF YOUR FIRST BILL STATEMENT DENOTING THE COVERED COX SERVICES, WHICHEVER IS LATER, BY CALLING YOUR LOCAL COX OFFICE.** If you do not timely object, you waive the right to do so and agree that such designation(s) is accurate.

**1.3 Rates, Fees, Charges, and Services Not Price Protected.** The price protection provided by this Agreement does not apply to the following rates, fees, or charges related to any of your Covered Cox Services, which may increase or decrease during the Term of this Agreement: (i) one-time charges, including but not limited to installation and activation/reactivation fees, (ii) usage-based charges, pay-per-use fees, pay-per-view charges, overage charges, or any third party streaming/app subscription services, including those billed by Cox (iii) applicable federal, state, and local taxes, franchise fees and other government-mandated or pass through fees or surcharges, (iv) Cox or third-party imposed fees, surcharges, and payments, including, without limitation, any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, and bank fees, (v) fees and charges for other Cox Services you add after you place your initial order and enter into this Agreement or that you receive that are not included in the Offer, (vi) discounts, subsidies, or credits provided by or through any government program or entity, and/or (vii) any other fee or charge that is not expressly within the scope of the Covered Cox Services.

**1.4 Promotional Discount Offers and Rates Are Not Price Protected.** If you qualified for and received a promotional discount or other discount off of any Protected Retail Rate in connection with your order ("Discounted Rate"), your rates will revert to the Protected Retail Rate(s) after any such Discounted Rate ends and will apply for the remainder of the Term of this Agreement (if any such Term remains), unless this Agreement is earlier terminated as provided herein.

**1.5 Special Rebate and Incentives Offers.** If you accepted an Offer that included a special rebate or incentive, including but not limited to prepaid cards or rebates ("Incentives"), in addition to accepting this Agreement within the time and in the manner specified herein, you must also maintain the Covered Cox Services at the service address of record for your account as of the date of your order (as determined by Cox) for at least the first thirty (30) days of the Term of this Agreement to qualify for the advertised Incentive. You must also satisfy all stated eligibility requirements and follow all stated instructions for claiming the Incentive and if applicable, complete and return any related forms or fulfillment requests within the designated time period. If your form or fulfillment submission is late, misdirected, incomplete, incorrect, illegible, or obtained or submitted through improper channels, you will not be entitled to the advertised Incentive. Please allow ten (10) to twelve (12) weeks after Cox receives your qualifying submission to receive your Incentive award, unless otherwise stated in the Incentive offer. Except as required by law, Incentive checks not deposited or properly negotiated within one hundred eighty (180) days after issuance will be non-negotiable, forfeited and invalid. Prepaid cards are subject to the terms and conditions of the issuing bank and expire on the date shown on the card. Cox will not replace or reissue any check, prepaid card or other incentive if it is lost, stolen, or damaged, or if it becomes non-negotiable, invalid, or forfeited. Incentives will only be issued in the name of the Primary Account Holder. Unless otherwise prohibited by applicable law, all Incentive offers are limited to one (1) per Cox account and per household. Cox reserves the right to substitute any advertised Incentive with an incentive of equal or greater retail value. Incentives may not be exchanged or returned for cash or credit.

**1.6 Bulk Properties Excluded.** Cox sometimes enters into "bulk" services agreements to provide Cox TV, Internet, Voice, or Homelife Automation services to residents in multiple dwelling unit properties (for example, an apartment building, condo or cooperative) or other housing communities (each, a "Bulk Property"). If you live at a Bulk Property, you are ineligible for a Protected Retail Rate Offer, and Cox may terminate this Agreement immediately upon notice to you of the error. Notwithstanding anything that may be to the contrary herein, you agree that such notice may be provided in any manner, including without limitation via your bill statement. If during the Term of this Agreement you move into a Bulk Property within your local Cox service area or where you live becomes a Bulk Property, this Agreement shall immediately terminate. In any of the foregoing circumstances, you will not be responsible for paying any applicable early termination fee (as more fully described in Section 3 below) and the rates for your services will be as set forth in Section 4.1 below.

**1.7 Acceptance of Agreement.** You accept this Agreement when you first do one of the following within 30 days of receiving the Offer from Cox (the "Acceptance Date"): (1) orally confirming to Cox or its agent acting on Cox's behalf your acceptance of this Agreement; (2) activating any Covered Cox Service(s) through a method provided by Cox; (3) using or paying for any Covered Cox Service(s); or (4) signing this Agreement electronically or physically in accordance with the instructions provided by Cox. If you do not accept this Agreement within this 30-day period, you will NOT receive the price protection benefits of the Agreement and you will be responsible for paying Cox's then-current Regular Rates for all services you receive, including any rate increases on those services. **UNLESS YOU TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS OF SECTIONS 3.2 OR 3.3 BELOW, OR PAY AN EARLY TERMINATION FEE AS SPECIFIED IN SECTION 3.1 BELOW, YOU AGREE TO MAINTAIN AND PAY FOR YOUR SUBSCRIPTION TO THE COX INTERNET SERVICES COVERED UNDER THIS AGREEMENT UNTIL THE EXPIRATION OF THE TERM OF THIS AGREEMENT.**

**2. TERM.** This Agreement is for a term of twenty-four (24) monthly billing cycles beginning on the date your order for Internet service covered by this Agreement is completed (as determined by Cox). This 24-month period is referred to in this Agreement as the "Term."

### 3.1 EARLY TERMINATION FEE; TERMINATION.

**3.1.1 DISCONNECTION OF COX INTERNET SERVICE.** EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY THE APPLICABLE EARLY TERMINATION FEE LISTED IN THE TABLE BELOW ("ETF") IN THE EVENT THAT THE COX INTERNET SERVICE YOU SUBSCRIBE TO IS DISCONNECTED FOR ANY REASON BEFORE THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

**3.1.2 CHANGES TO COVERED COX SERVICES.** If you choose to 1) upgrade or downgrade your Covered Cox Services or rented equipment within a Cox service category (e.g. from one tier of Internet to another, from one package of TV to another) or 2) add or terminate non-Internet services, such changes will not terminate this Agreement or result in ETFs under this Agreement. However, unless permitted under the terms of your Discounted Rate as set forth in Section 3.1.3 below, you will be charged Cox's then-current Regular Rates for such service(s) as of the date that you instructed Cox to change your Covered Cox Services, you agree to pay such adjusted Protected Retail Rate(s) for the remainder of the Term, and such changes may also remove discounts applicable to such services.

By way of example without limitation:

- Example 1: If you remove Panoramic Wifi from a Cox Internet Bundle (Internet + Panoramic Wifi gateway + Cox Complete Care), your new rates for Cox Internet and Cox Complete Care will convert to the then-current Regular Rates as of the date you instructed Cox to remove the Panoramic Wifi gateway rental from your account and such rates will apply for remainder of the Term.
- Example 2: If you downgrade your Cox TV package, your new rates for your new Cox TV package will be the then-current Regular Rates as of the date you instructed Cox to change your Cox TV services and such rates will apply for remainder of the Term.

**3.1.3 SPECIAL PROMOTIONAL DISCOUNT OFFERS.** Certain offers for Discounted Rates may permit you to change your speed of Internet service during the applicable Discounted Rate period while maintaining discounts on your Internet service. If you change your Internet service to a speed that is not included in your specific Discounted Rate offer, then the new rates for your new Internet service speed will be determined as set forth in Section 3.1.2 above.

**3.1.4 YOU MAY TERMINATE THIS AGREEMENT BY (I) CALLING COX CUSTOMER CARE AT THE NUMBER LOCATED ON YOUR BILL, OR (II) DISCONNECTING COX INTERNET SERVICE AT ANY TIME DURING THE TERM SUBJECT TO PAYMENT OF THE APPLICABLE ETF AND ALL OTHER ACCRUED CHARGES. FOR CLARITY, YOU ACKNOWLEDGE AND AGREE THAT IF COX DISCONNECTS YOUR COX INTERNET SERVICE DUE TO NONPAYMENT OF ANY CHARGES DUE COX, YOU WILL BE DEEMED TO HAVE TERMINATED THIS AGREEMENT AND WILL BE CHARGED THE ETF. YOUR OBLIGATION TO PAY ETFS SURVIVES TERMINATION OF THIS AGREEMENT.**

The ETF will be reduced by the amount listed below for each complete month during the Term of this Agreement that you maintain and timely pay for your Cox Internet Service.

OFFER	ETF	ETF REDUCTION
Protected Retail Rate, plus monthly discount and/or rebate/incentive	\$240	\$10/month

**3.2 30-Day Cancellation Period.** You may terminate this Agreement and/or disconnect or downgrade any or all of the Covered Cox Service(s) for any reason without incurring an ETF during the first thirty (30) days of the Term of this Agreement (the "Cancellation Period") by contacting Cox Customer Care at the contact phone number on your bill statement and notifying Cox of your decision to terminate this Agreement or disconnect/downgrade any of your Covered Cox Services. You will be responsible for paying for the Covered Cox Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the Covered Cox Services are disconnected or downgraded.

**3.3 Special Circumstances/ETF Waiver.** You will not be responsible for paying an ETF if you terminate this Agreement within thirty (30) days of our written notice to you of a material adverse change to this Agreement or Other Service Agreement(s), as defined in Section 6 below, applicable to your Cox Service(s), or if you disconnect Cox Internet service you are receiving at any time during the Term for one of the following reasons: (i) you upgrade your Covered Cox Services to a new qualifying Offer (as determined by Cox), (ii) you are a member of the United States Armed Services and have received military orders to relocate outside of the local Cox service area that supports this Agreement for a period of not less than 90 days, (iii) you transfer service to another residence in a Cox service area, (iv) you move outside a Cox service

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area or into a Bulk Property and provide Cox appropriate documentation of move, or (iv) the death of the Primary Account Holder and cancellation of the account. Cox will not charge an ETF if you are receiving a discount through the FCC's Emergency Broadband Benefit program.

**3.4 Customer-Initiated Service Changes.** If you cancel your Cox Internet service during the Term of this Agreement, this Agreement will automatically terminate in accordance with Section 3 of this Agreement. If you choose to retain other Covered Cox Services, Cox will have the option, but not the obligation, to forego the collection of an ETF under the terms of this Agreement. Because this Agreement has terminated, even if Cox foregoes collection of an ETF, the rates for your remaining Cox services shall no longer be Protected Retail Rates and you will be charged Cox's then-current Regular Rates for such services as of the date that you instructed Cox to disconnect your Internet service.

**3.5 Cox-Initiated Service Changes.** You acknowledge and agree that Cox may, in its sole discretion, add, delete, or modify any aspect, feature, component or requirement of any Cox Services at any time during the Term of this Agreement. For example, at any time, Cox may delete any programming services from its TV channel lineup or move any programming services currently included in the Covered Cox Services to another tier or level of service that is not included in the Covered Cox Services. Under these circumstances, you would no longer receive such programming services and would not be entitled to any credit or fee reduction. Or, for example, Cox may change its video service delivery from analog to digital or its telephone service from circuit switched to an Internet Protocol based or other technology platform. Notwithstanding, if during the Term of this Agreement, Cox changes its network, service delivery platform or other technology for delivering any Cox Service and new and/or additional equipment or device(s) is needed for you to continue to access your Cox Services on one or more outlets, computers, laptops, mobile devices, tablets or any other devices, such equipment is not covered under this Agreement and you agree that you may be charged extra by Cox for any such equipment you purchase or lease/rent from Cox. In addition, for clarity, if you fail to obtain any such required equipment and therefore your Cox Internet Service is terminated by you or Cox, you may be subject to an ETF in accordance with Section 3. Further, you acknowledge and agree that any of the Cox-Initiated Service changes noted in this subsection will not violate this Agreement, constitute adverse material changes, or affect your ETF, payment or other contractual obligations to Cox.

#### **4. USE OF COX SERVICES AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT: CHANGES TO THIS AGREEMENT.**

**4.1 Prices and Terms After Expiration or Termination.** Except as otherwise provided in this Section 4.1, upon the termination or expiration of this Agreement for any reason, you will be charged Cox's then-current Regular Rates for any Covered Cox Services that you continue to receive and such rates shall no longer be Protected Retail Rates. If you are still entitled to receive a Discounted Rate on any of the Covered Cox Services after expiration or termination of this Agreement, then when your Discounted Rate period ends for any reason, you will be charged Cox's then-current Regular Rates as of the date your Discounted Rate ended for any Covered Cox Services you continue to receive and such rates shall no longer be Protected Retail Rates. Cox's then-current pricing information can be found at [www.cox.com](http://www.cox.com) or can be obtained from your local Cox office. Your continued use of any Covered Cox Services after termination or expiration of this Agreement (i) will remain subject to any applicable Other Service Agreement(s), and (ii) you must return to Cox any equipment that is used with Covered Cox Services you no longer receive, as further described in the applicable Other Service Agreement(s).

**4.2 Changes to this Agreement/Notices of Material Changes.** Cox reserves the right to modify this Agreement at any time with or without notice. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. Cox will provide you with written notice of any changes that we determine are material to this Agreement consistent with applicable law or tariff. You agree that we may provide you with such written notice by sending it U.S. Mail or commercial overnight mail to your last known billing address in Cox's account records, by including the notice on or with your bill statement, by sending notice to any email address on Cox's account records, or by other lawful means, and you agree that any of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. All such changes will become effective as of the date specified on the written notice and will be posted on the Cox Website at [www.cox.com](http://www.cox.com) or at another URL. Cox may designate from time to time (the "Cox Website") and you agree to regularly check your postal mail, e-mail and all postings on the Cox Website or another website about which you have been notified or you bear the risk of failing to do so. The updated version of this Agreement on the Cox Website will supersede any prior versions of this Agreements. If the changes have a material adverse effect on you, you can terminate the affected Covered Cox Service(s) without paying an early termination fee by notifying Cox within thirty (30) days after we send notice of the applicable change. You agree that your sole recourse if you do not accept any such material adverse change is to terminate this Agreement within thirty (30) days of our notice to you. Your continued use of the Cox Service(s) after such thirty (30) day period will constitute your acceptance of this Agreement as modified.

#### **5. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION WAIVER.**

**5.1 YOU ARE SUBJECT TO THE DISPUTE RESOLUTION PROVISION CONTAINING A MANDATORY BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER AND JURY TRIAL WAIVER, WHICH CAN BE FOUND AT <https://www.cox.com/aboutus/policies/customer-service-agreement.html>.**

IF YOU FOLLOW THE PROCEDURES SET FORTH IN THE COX RESIDENTIAL CUSTOMER SERVICE AGREEMENT, WHICH CAN BE FOUND AT <https://www.cox.com/aboutus/policies/customer-service-agreement.html>, YOU HAVE THE RIGHT TO OPT OUT OF THE DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THIS AGREEMENT AS DEFINED IN SECTION 1.7 ABOVE (THE "OPT-OUT PERIOD"). OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH COX THROUGH THE DISPUTE RESOLUTION PROCEDURES. THE DISPUTE RESOLUTION PROVISION IN THE COX RESIDENTIAL CUSTOMER SERVICE AGREEMENT, AS REFERENCED ABOVE, IS INCORPORATED HEREIN BY REFERENCE AS SET FORTH IN SECTION 6 BELOW.

IT IS VERY IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THE DISPUTE RESOLUTION PROVISIONS CONTAINED IN THE COX RESIDENTIAL CUSTOMER SERVICE AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE. THOSE PROVISIONS SET FORTH A COMMITMENT BY YOU AND COX TO ARBITRATE ALL DISPUTES, RATHER THAN LITIGATE IN COURT, AND A COMMITMENT BY YOU AND COX TO TRY TO RESOLVE DISPUTES INFORMALLY BEFORE RESORTING TO ARBITRATION. IN ADDITION, THE DISPUTE RESOLUTION PROVISIONS CONTAINED IN THE COX RESIDENTIAL CUSTOMER SERVICE AGREEMENT AND INCORPORATED HEREIN BY REFERENCE, CONTAIN VERY IMPORTANT PROVISIONS IDENTIFYING CERTAIN RIGHTS WHICH YOU ARE WAIVING, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

**5.2 Informal Dispute Resolution.** You and Cox agree that you will try to resolve disputes informally before resorting to arbitration. If you have a dispute, first call Cox Customer Care at the number listed on your monthly bill statement. If the Cox representative is unable to resolve your dispute in a timely manner, you agree to then notify Cox of the dispute by sending a written description of your claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve it with you. If Cox does not satisfactorily resolve your claim within 30 calendar days of receiving written notice to Cox Customer Care of your claim, then you may pursue the claim in arbitration. Neither you nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If you are sending a written notice of your intent to file for arbitration to Cox, please send such notice via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending you a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for you.

**5.3 Survival.** The dispute resolution provision survives the termination of your Services with Cox. If you bring a claim against Cox after termination of your Services that is based in whole or in part on events or omissions that occurred while you were a Cox customer, the dispute resolution provision shall apply.

**6. OTHER SERVICE AGREEMENTS.** This Agreement incorporates by reference the terms and conditions of all other service agreements, tariffs and other documents applicable to the Covered Cox Services, including without limitation: (i) the Residential Customer Service Agreement, (ii) Cox's Privacy Policy, (iii) the terms and conditions contained in your state telephone tariff or telephone Service Guide, as applicable, (iv), the Annual Customer Notice for Video Service, (v) the Cox Internet Acceptable Use Policy (vi) the Homelife Automation Terms and Conditions and EULA (all of the additional terms and conditions of service referenced in subsections (i)-(vi) of this paragraph are collectively referred to as the "Other Service Agreements"). The Other Service Agreements can be found at <https://www.cox.com/aboutus/policies.html> or obtained by calling your local Cox office. In the event of a conflict between this Agreement and the terms of any Other Service Agreement(s), this Agreement shall control. Homelife Security Services are not covered by this Agreement. Any Homelife Security services you receive are governed by the applicable Homelife Security Service Agreement.

**7. LIMITATION ON LIABILITY - NO INDIRECT OR CONSEQUENTIAL DAMAGES.** YOU AGREE THAT FOR ANY CLAIMS YOU ASSERT AGAINST COX AND FOR ANY CLAIMS THAT COX ASSERTS AGAINST YOU, THERE SHALL BE NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION, OR FOR PUNITIVE DAMAGES, RELIANCE DAMAGES, OR SPECIAL DAMAGES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR COX WAS TOLD THEY WERE POSSIBLE, AND THEY APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THIS SECTION SURVIVES TERMINATION OR EXPIRATION OF THIS AGREEMENT.

#### **8. MISCELLANEOUS**

**8.1 Non-Waiver.** Cox's failure at any time to require strict compliance or performance of any term or condition herein will not be a waiver of Cox's right to require strict performance of any term or condition herein.

**8.2 Non-Assignability.** You cannot assign this Agreement or any of your rights and duties under it. Cox may assign all or part of this Agreement or your debts to Cox under this Agreement without notice and without your consent, and you agree to make all subsequent payments as instructed.

**8.3 Governing Law.** This Agreement will be governed by the laws of the state in which your Covered Cox Services are provided without regard to such state's choice of laws principles and applicable federal law.

**8.4 Notices.** When this Agreement requires notice from you to Cox, you agree to provide us with written notice to the address specified on your bill or by calling us. Notice by calling us will be effective as of the date our records show that we received your call. Notices to you shall be provided as stated in Section 4.2 above.

**8.5 Severability.** If any portion of this Agreement is held invalid or unenforceable in a jurisdiction, the unenforceable portion will be construed in accordance with Applicable Law in that particular jurisdiction as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect.

**8.6 Entire Agreement; Survival.** This Agreement, together with the Other Service Agreements, constitutes the entire agreement between you and Cox with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. Any attempted changes by you to any term of this Agreement or any additional or different terms contained on any instruments of payment, notices, or other communications or documents whether written, electronic, or oral are void. Certain provisions will survive the termination or expiration of this Agreement including, but not limited to, Sections 3, 4, 5, 6, and 7, and all other provisions which by their nature would be expected to survive.

**8.7 Customer Service Representatives Available.** Customer Service Representatives Available. If you believe that any aspect of this Agreement is contrary to your understanding of your agreement with Cox, please contact Cox Customer Care at the telephone number or address set forth in your Cox bill statement.

**8.8 Your Authority to Execute This Agreement.** By entering this Agreement, you certify that you are at least 18 years of age and that you are either the Primary Account Holder for the service address listed on the Cox bill statement or have been authorized by the Primary Account Holder to make changes to such account and to enter into this Agreement on his or her behalf. If you are not the Primary Account Holder, you further agree that you will be jointly and severally liable with the Primary Account Holder for all payment and other obligations owed to Cox under this Agreement and the Other Service Agreements. You agree that Cox is entitled to assume that all of the information you have provided to us is accurate.

**PLEASE KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

