



(NOT FOR PAYMENTS)

PO BOX 1259
DEPT. # 102453
OAKS, PA 19456
6400 0010 NO RP 10 10112020 YNNNNNNN 01 992736

DENNIS MCENEARNEY
115 CHAD CIR
COUNCIL BLUFFS IA 51503-8606



October 10, 2020

Page 1 of 6

CONTACT US:

 cox.com/chat
 www.cox.com/mybill
 402-933-3000

Account Number **001 7210 003919101**
COX PIN XXXX
SERVICE ADDRESS 115 CHAD CIR
COUNCIL BLUFFS, IA 51503-8606

ACCOUNT SUMMARY as of Oct 10, 2020

Previous Balance	\$265.46
Payment Received - Sep 28	-\$265.46
Remaining Previous Balance	\$0.00
New Charges: Oct 10, 2020 - Nov 9, 2020	
TV	\$124.96
Internet	\$45.98
Telephone	\$34.99
Partial Month Services	-\$3.60
Taxes, Fees and Surcharges	\$29.50
New Charges	\$231.83
Total Due By Oct 28, 2020	\$231.83

IMPORTANT NOTICE. Your 24 Month Service 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
continued in News from Cox

CHANGES ON YOUR BILL

As requested, effective 10/07/20 a change was made to your Internet service.



Thank you for being a Cox Paperless customer!



Thank you for GOING GREEN by receiving a **Paperless Bill** and for using **EasyPay** from Cox!

October 10, 2020 bill for DENNIS MCENEARNEY

Account Number **001 7210 003919101**
Service at 115 CHAD CIR
COUNCIL BLUFFS, IA 51503-8606

****Auto Payment On Your Due Date - Do Not Send Payment****

Total Due By Oct 28, 2020 \$231.83

COX COMMUNICATIONS
P.O. BOX 2732
OMAHA, NE 68103-2732

07210001132003919101070023183

October 10, 2020 **Bill for DENNIS MCENEARNEY**Account number **001 7210 003919101**

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MONTHLY SERVICES Oct 10 - Nov 9

▷ Indicates the service is part of a 24 Month Service Agreement with Cox. You may make changes to the services indicated, however an early termination fee (ETF) may be charged if one or more of your TV, Internet, Home Automation or Phone service is fully disconnected and part of your Agreement.

You are receiving a promotional discount off your price protected retail rates. Your price protected retail rate, noted below each discounted service, will take effect at the end of the promotional discount period.

TV**Contour TV**

Includes:	\$36.49
▷ Cox TV Starter	
▷ Expanded Service	
Price protected at \$61.49	
▷ Advanced TV Service	
Price protected at \$5.00	
▷ Contour Guide	
	\$36.49

Premium Package

Includes:	\$63.96
▷ Cinemax	
▷ HBO Max	
▷ Showtime	
▷ Starz	
▷ 4 Premium Discount	\$-15.97
	\$47.99

▷ Mini Box (qty 2)	\$7.98
▷ Contour Receiver	10.00
▷ Preferred DVR (Promo Rate)	5.00
Price protected at \$19.99	

Payment options

Online: Visit 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 for a list of Cox Authorized Payment Centers.

Monthly Services cont.**Other Fees and Surcharges**

Broadcast Surcharge	\$13.50
Regional Sports Surcharge	4.00
Total TV	\$124.96

INTERNET**Cox High Speed Internet Ultimate**

Includes:

- ▷ Ultimate Internet Service
- Price protected at \$99.99
- Download speeds up to 500 Mbps.
- 1.25 TB (1,280 GB) Monthly Data Plan.
- Over 3 million WiFi hotspots.
- Cox Security Suite Plus.

\$34.99

▷ Panoramic Wifi Gateway Rental	\$10.99
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Total Internet	\$45.98
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TELEPHONE

712-828-4124

Cox Voice Premier

Includes:

- ▷ Basic Monthly Service
- ▷ Premier Feature Pak
- ▷ Cox Long Distance
- ▷ Voice Mail
- ▷ Unlimited Long Distance
- ▷ Unlimited Long Distance To Mexico

\$34.99

Total Telephone	\$34.99
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TOTAL MONTHLY SERVICES	\$205.93
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PARTIAL MONTH SERVICES

Internet Campaign Discount	Oct	7-Oct	9	\$4.95
Video Campaign Discount	Oct	7-Oct	9	4.95
▷ Expanded Service (Promo Rate)	Oct	7-Oct	9	-5.00
Price protected at \$61.49				
▷ Advanced TV Service (Promo Rate)	Oct	7-Oct	9	-0.50
Price protected at \$5.00				
▷ Preferred DVR (Promo Rate)	Oct	7-Oct	9	-1.50
Price protected at \$19.99				
Ultimate Classic Internet	Oct	7-Oct	9	-10.50
▷ Ultimate Internet Service (Promo Rate)	Oct	7-Oct	9	4.50
Price protected at \$99.99				
▷ Panoramic Wifi Gateway Rental	Oct	7-Oct	9	1.10
Panoramic Wifi Gateway Rental	Oct	7-Oct	9	-1.10
Ultimate Classic Package Discount	Oct	7-Oct	9	0.50
▷ CHSI Ultimate Package Discount	Oct	7-Oct	9	-1.00
712-828-4124				

TOTAL PARTIAL MONTH SERVICES	\$-3.60
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TAXES, FEES AND SURCHARGES

TV Taxes and Fees	
FCC Fee	\$0.08
City Sales Tax	1.30
Franchise Fee	7.02
State Sales Tax	7.80
Total TV Taxes and Fees	\$16.20
Internet Taxes and Fees	
City Sales Tax	0.11
State Sales Tax	0.66
Total Internet Taxes and Fees	\$0.77
Telephone Taxes, Fees and Surcharges	
Taxes	
Federal Excise Tax Credit	\$-1.08
Local Sales Tax	0.05
State Sales Tax	0.25
Federal Excise Tax	0.66
Total Taxes	\$-0.12
Fees and Surcharges	
FCC Access Charge	\$6.00
Regulatory Cost Recovery Fee	1.60
Telecommunications Relay Fund	0.03
Federal Universal Service Fund	5.02
Total Fees and Surcharges	\$12.65
Total Telephone Taxes, Fees and Surcharges	\$12.53
TOTAL TAXES, FEES AND SURCHARGES	\$29.50
TOTAL NEW CHARGES	\$231.83

NEWS FROM COX

continued from Page 1

News From Cox cont.

Agreement 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.

IMPORTANT INFORMATION ABOUT YOUR COX PROGRAMMING HD CHANNELS on 1000's

Effective on or after 12/3/2020, we're making it easier to watch the channels you love. We are removing the duplicate HD channels on 1000-1950. You can still enjoy the programming previously on these channels by tuning into the lower 2 or 3-digit corresponding channel number.

Example: 1010 go to 10 / 1143 go to 143

Your DVR recordings, favorites and parental controls won't be affected, so you won't have to do a thing.

For the most up-to-date channel lineup, visit cox.com/channels.

CUSTOMER INFORMATION

Closed Captioning: Please contact us at the phone number on the front of this bill with Closed Caption questions or problems. If we are unable to resolve your concern, you may contact: T. Tadlock, Cox Closed Captioning, 6205-B Peachtree Dunwoody Rd, Atlanta, GA 30328; Phone: 888-278-6660, Email: closedcaption@cox.com

Basic Local Phone Service: You must pay all regulated phone charges to avoid disconnection of basic local phone service.

Phone Customers: Please call Cox at the number on this bill statement if you would like to block 3rd party charges, such as collect and operator assisted calls, from your phone bill.

You are subject to Cox's terms and conditions, which can be found at www.cox.com/rcsa and 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.

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.

TV Customers, your local franchising authority is: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; 712-328-4616

Phone Customers: If after contacting Cox we are unable to resolve your concern about your Phone Service, the service may be subject to state regulation and you may file a complaint with your states regulatory authority below.

Nebraska Public Service Commission: PO Box 94927, Lincoln, NE 68509

Iowa Utilities Board: 1375 East Court Avenue, Des Moines, Iowa 50319

Idaho Public Utilities: Consumer Assistance Section, PO Box 83720, Boise, ID 83720





24 MONTH SERVICE AGREEMENT

Effective Date: March 26, 2018

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 Service Agreement ("Agreement") sets forth the terms and conditions pursuant to which you will receive the Protected Retail Rates for your 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 Cox Services subject to this Agreement to you ("Cox", "we", "our", "us"), and "You", the account holder to whom the Cox Services (defined in Section 1.3 below) are provided.

1.2 Protected Retail Rates. During the Term and subject to Section 1.3 below, Cox will not charge you more than Cox's published regular month-to-month, non-promotional rates, also called the retail rate, 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, home phone, Internet, and/or home automation services you ordered and/or subscribed to ("Cox Services") in response to an offer for Cox Services from Cox that required a 2 year, or 24 month, service agreement (the "Offer"). The specific Cox Services included in your account and covered by this Agreement will be designated by a special legend on your monthly Cox billing statement during the Term of this Agreement. Only the Cox Services designated as covered by this Agreement on your billing statement will be covered by this Agreement. **YOU AGREE TO CAREFULLY REVIEW THE FIRST BILLING STATEMENT YOU RECEIVE AFTER YOUR ACCEPTANCE OF THIS AGREEMENT 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 COX SERVICES COVERED UNDER THIS AGREEMENT, 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, Services and Equipment 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 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, and overage charges, (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 surcharges and fees, including without limitation regulatory cost recovery fees, broadcast surcharges and regional sports surcharges, and Netflix and other third party streaming/app subscription services billed by Cox, (v) fees and charges for other Core Cox Services (as defined in Section 3.1 below) you add after you enter into this Agreement or that you receive that are not included in the Offer, and/or (vi) any other fee or charge that is not expressly within the scope of the Cox Services.

1.4 Promotional Discount Offers and Rates Are Not Price Protected. If you qualified for and received a short-term promotional discount off of any Protected Retail Rate in connection with your Order ("Promotional Discount"), your rates will revert to the Protected Retail Rate(s) after the stated Promotional Discount period ends for the remainder of the Term of this Agreement, 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, in addition to accepting this Agreement within the time and in the manner specified in Section 1.2 above, you must also maintain the Cox Services covered under this Agreement at the service address of record for your account as of the Order Date for at least the first thirty (30) days of the Term of this Agreement to qualify for the advertised rebate or incentive. You must also satisfy all stated eligibility requirements and follow all stated instructions for claiming a rebate or incentive and if applicable, complete and return any related rebate forms or fulfillment requests within the designated time period. If your rebate 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 rebate or incentive. Please allow ten (10) to twelve (12) weeks after Cox receives your qualifying submission to receive your rebate payment or incentive, unless otherwise stated in the rebate or incentive offer. Except as required by law, rebate checks not deposited or properly negotiated within one hundred eighty (180) days after issuance will be non-negotiable, forfeited and invalid. Prepaid reward 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 reward 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 rebate and 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 TV, Internet, Phone, or home 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 Cox Service(s) covered under this Agreement through a method provided by Cox; (3) using or paying for any Cox Service(s) covered under this Agreement; 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 regular month-to-month, non-promotional 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 CORE COX SERVICES (AS DEFINED IN SECTION 3.1 BELOW) 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) months beginning on the earlier of the Acceptance Date or the Offer date. This 24-month period is referred to in this Agreement as the "Term."

3. EARLY TERMINATION FEE; TERMINATION

3.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY THE APPLICABLE EARLY TERMINATION FEE LISTED IN THE TABLE BELOW ("ETF") IN THE EVENT THAT ANY ONE OR ALL OF THE FOLLOWING COX SERVICES YOU SUBSCRIBE TO ("CORE COX SERVICES") ARE DISCONNECTED FOR ANY REASON BEFORE THE EXPIRATION OF THE TERM OF THIS AGREEMENT:

(i) Cox High Speed Internet, or (ii) Cox Starter TV (Basic), or (iii) Cox basic local exchange phone service, or (iv) Cox Homelife automation service.

YOU MAY UPGRADE OR DOWNGRADE SERVICE WITHIN A CORE COX SERVICE CATEGORY (E.G. FROM ONE TIER OF INTERNET TO ANOTHER, FROM ONE PACKAGE OF TV TO ANOTHER) WITHOUT INCURRING AN ETF. HOWEVER, THE PROTECTED RETAIL RATE(S) FOR THE NEW TIER/PACKAGE OF CORE COX SERVICE(S) WILL BE COX'S PUBLISHED REGULAR MONTH-TO-MONTH, NON-PROMOTIONAL RATE(S) FOR SUCH SERVICE(S) IN EFFECT AS OF THE DATE THAT YOU INSTRUCTED COX TO CHANGE YOUR CORE COX SERVICES AND YOU AGREE TO PAY SUCH ADJUSTED PROTECTED RETAIL RATES FOR THE REMAINDER OF THE TERM.

YOU MAY TERMINATE THIS AGREEMENT BY (I) CALLING COX CUSTOMER CARE AT THE NUMBER LOCATED ON YOUR BILL, OR (II) DISCONNECTING ANY OF YOUR CORE COX SERVICES 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 ANY OR ALL OF YOUR CORE COX SERVICES DUE TO NONPAYMENT OF ANY CHARGES DUE COX, YOU WILL BE DEEMED TO HAVE TERMINATED THIS AGREEMENT AND WILL BE CHARGED THE ETF.

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 all of your Cox Services and other services you receive from Cox.

OFFER	ETF	ETF REDUCTION
Protected Retail Rate, plus monthly discount and/or rebate/incentive	\$240	\$10/month
Protected Retail Rate only	\$96	\$4/month

3.2 30-Day Cancellation Period. You may terminate this Agreement and/or disconnect or downgrade any or all of the Cox Service(s) covered under this Agreement 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 our Cox Services. You will be responsible for paying for the 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 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 any Core Cox Service you are receiving at any time during the Term for one of the following reasons: (i) you upgrade your 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 area or into a Bulk Property and provide Cox appropriate documentation of move, or (v) the death of the Primary Account Holder and cancellation of the account.

3.4 Customer-Initiated Service Changes. If you cancel any of your Core Cox Services during the Term of this Agreement but choose to retain other Core Cox Services, Cox will have the option, but not the obligation, to forego the collection of an ETF and allow you to receive your remaining PLG Services under the terms of this Agreement for the remainder of the Term of this Agreement. If Cox exercises this option, however, the Protected Retail Rates for your remaining Cox Services will be adjusted to reflect Cox's published regular month-to-month, non-promotional rates for such services in effect as of the date that you instructed Cox to disconnect or change your services and you agree to pay such adjusted Protected Retail Rates for the remainder of the Term of this Agreement.

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 the 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 Cox Services to another tier or level of service that is not included in the Cox Services covered under this Agreement. 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 a Core Cox Service is terminated by you or Cox, you may be subject to an ETF in accordance with Section 3.1 above. 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.

3.6 State Utilities Commissions. Inclusion of an ETF by Cox in a state telephone tariff, filing, or other telephone contract, including but not limited to this Agreement, a state Telephone Service Guide or Letter of Confirmation, does not constitute a determination by your state public utilities commission that such a fee is approved or sanctioned by such commission. You are free to pursue whatever legal remedies you may have should a dispute arise, subject to the arbitration provisions set forth in Section 5 below.





4. USE OF COX SERVICES AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT; CHANGES TO THIS AGREEMENT.

4.1 Price After Expiration or Termination. Except as otherwise provided in this Agreement, upon the termination or expiration of this Agreement for any reason, (i) you will be charged Cox's then-current regular month-to-month, non-promotional retail rates for any Cox Services covered under this Agreement that you continue to receive, (ii) your continued use of any Cox Services will remain subject to any applicable Other Service Agreement(s), and (iii) you must return to Cox any equipment that is used with Cox Services you no longer receive, as further described in the applicable Other Service Agreement(s). Cox's then-current pricing information can be found at www.cox.com or can be obtained from your local Cox office.

4.2 Notices of Changes. Cox will provide you with written notice of any changes that we determine are material to this Agreement, including all notices required by applicable law or tariff. We may provide you with such written notice by sending it to your last known billing address, by including the notice in your bill statement, or by sending you an email message to any email address you provided to Cox. All such changes will become effective as of the date specified on the written notice. The updated version of this Agreement will supersede any prior versions of the same agreements. If the changes have a material adverse effect on you, you can terminate the affected 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.

IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 5.2 BELOW, YOU HAVE THE RIGHT TO OPT OUT OF THIS 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 FOLLOWING DISPUTE RESOLUTION PROCEDURES.

5.1 YOU AND COX AGREE TO ARBITRATE – RATHER THAN LITIGATE IN COURT – any and all claims, disputes, or controversies between you and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to this Agreement, any of the Services provided under this Agreement or any other Services or products that Cox provides to you in connection with this Agreement (including but not limited to amounts that Cox charges you for Services or products provided, any alleged breach related to the collection, retention or disclosure of your personal information, and any alleged violation of our Privacy Notice). You and Cox also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to you by Cox or any of its affiliated entities under any other agreement. Notwithstanding this agreement to arbitrate, you and Cox may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

5.2 Opt Out: You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section 5.7 below) by notifying Cox of that intent during the Opt-Out Period by sending an email to Cox at ArbitrationOptOut@cox.com or a letter via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 stating that you are opting out of this dispute resolution provision. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement with Cox, and you may remain a Cox customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if Cox modifies this section in the future or you agree to a new term of service under this Agreement. If you enter into a new agreement with Cox that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

5.3 Class Action Waiver: You and Cox agree that all Disputes between you and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Cox brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or Cox. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 5 will not apply to any Dispute between you and Cox, except for the provisions of Section 5.7 waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

5.4 Arbitrator Authority: The arbitration between you and Cox will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the Applicable Law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Cox. Review of arbitration decisions in the courts is very limited.

5.5 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.

5.6 Arbitration Procedures: You and Cox agree that this Agreement and the services Cox provides to you affects interstate commerce and that the Federal Arbitration Act and not state arbitration laws applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Cox at ArbitrationOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. You must also comply with the AAA's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or Applicable Law. Cox will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, Cox will pay your reasonable attorney's fees and costs. If you obtain an award from the arbitrator greater than Cox's last written settlement offer, Cox will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in the county of the billing address where Cox provided you service and either party may appear either in person or by telephone.

5.7 Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and Cox expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide disputes between you and Cox if, for any reason, the arbitration agreement is not enforced.

5.8 Survival: This 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, this 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 Cox Services subject to this Agreement 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, and (v) the Cox High Speed Internet Acceptable Use Policy (all of the additional terms and conditions of service referenced in subsections (i)-(v) of this paragraph are collectively referred to as the "Other Service Agreements"). The Other Service Agreements can be found at <http://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.

7. MISCELLANEOUS.

7.1 Non-Waiver. Cox's failure at any time to insist upon strict compliance with any of the provisions of this Agreement will not constitute a waiver of such terms in the future. Other than as expressly provided herein, if any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions will remain enforceable and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

7.2 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 you agree to make all subsequent payments as instructed.

7.3 Governing Law. This Agreement will be governed by the laws of the state in which your Cox Services are provided without regard to such state's choice of laws principles.

7.4 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

7.5 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. Sections 3.1, 4, and 5 (inclusive of all subsections) shall survive the expiration or termination of this Agreement.

7.6 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.

7.7 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 above or have been authorized by the Primary Account Holder to make changes to this 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.



