

**Yamamoto Caliboso**  
A LIMITED LIABILITY LAW COMPANY

August 24, 2015

CABLE TV DIVISION  
DEPT OF COMMERCE AND  
CONSUMER AFFAIRS

2015 AUG 24 P 4: 04

**Via Hand Delivery**

State of Hawai'i Department of  
Commerce and Consumer Affairs  
335 Merchant Street  
Honolulu, Hawai'i 96813

Attn: Ms. Catherine P. Awakuni Colón, Director  
Ms. Ji Sook "Lisa" Kim, Cable Television Administrator

**Re: Charter Communications, Inc. – Time Warner Cable, Inc. Transaction  
Response to First Set of Information Requests Issued August 14, 2015**

Dear Ms. Colón and Ms. Kim:

Charter Communications, Inc. ("Charter") and Time Warner Cable Inc. ("Time Warner Cable") hereby submit Responses to the First Set of Information Requests ("Requests") issued by the Department of Commerce and Consumer Affairs ("DCCA") in connection with the DCCA's review of the joint application requesting consent for the transfer of control of cable television franchisee Oceanic Time Warner Cable LLC. We have endeavored to be responsive to the DCCA's inquiry.

Charter and Time Warner Cable note that certain of the Requests pertain to non-jurisdictional products, services and subjects. Moreover, certain of the Requests seek information about subject matter that falls outside of the scope of review permitted under federal and state law for the types of transactions at issue in this proceeding. Charter and Time Warner Cable respectfully object to all such Requests. In responding to these Requests, Charter and Time Warner respectfully reserve all rights under federal and state law, and nothing in the submitted Responses should be construed as a waiver of any right or objections that may otherwise be available to the parties.

If you have any questions, please let us know. We look forward to working with you and thank you for your attention to this matter.

Very truly yours,



Carlito P. Caliboso  
for

YAMAMOTO CALIBOSO  
A Limited Liability Law Company

Attorneys for Charter Communications, Inc.

Enclosures

cc: Brian A. Kang, Esq., Attorney for Time Warner Cable, Inc. (w/enclosures)

Time Warner Cable/Charter Communications, Inc. Transaction  
Application for Transfer of Control of Cable Television Franchises  
Held By Oceanic Time Warner Cable LLC

CABLE TV DIVISION  
DEPT. OF COMMERCE AND  
CONSUMER AFFAIRS  
2015 AUG 24 P 4: 05

Response to First Set of Information Requests

August 24, 2015

1. *The quality of customer service is a major concern for Hawai'i consumers, the Department of Commerce and Consumer Affairs ("DCCA") periodically receives calls from Hawai'i consumers about delays in reaching an Oceanic Time Warner Cable LLC ("Oceanic") customer care representative or scheduling an in-home repair visit. DCCA also has received calls from irate customers regarding incorrect billing issues, many caused by incorrect information from inexperienced customer service representatives.*
  - (a) *Please provide specific details regarding the training that Charter's customer service personnel are provided and submit copies of Charter's customer service policies to ensure that its subscribers are provided quality customer service.*
  - (b) *Oceanic has established objective customer service quality metrics, such as average call center hold time or average length of time to resolve service outages. However, Oceanic has been somewhat inconsistent in meeting those metrics in each franchise area.*
    - (i) *Please describe the process that Charter will use to assess the quality of its customer service, including any specific service metrics to be established.*
    - (ii) *Please describe how Charter will remedy these shortcomings. If applicable, please describe successful efforts that Charter has used to monitor and improve customer service in other locations in which it is the franchisee.*
  - (c) *Has Charter identified specific customer service issues in any of the Hawai'i franchise areas? Are there any other specific plans to improve customer service for each of the Hawai'i franchise areas? If yes, please describe each plan and elaborate as to the specific focus of each plan (i.e. what is management trying to correct or improve upon)?*
  - (d) *Customers have complained to DCCA about the quality and durability of the digital boxes and/or DVR boxes provided by Oceanic. Subscribers specifically complain that they are provided refurbished boxes that breakdown within a few months. Does Charter have any plans to address this complaint and if yes, what are the plans?*

**Response to IR 1:**

(a) Charter is committed to providing top quality customer care and provides extensive training to all of its field technicians and customer service personnel to achieve that objective. For its customer premises technicians, Charter administers a rigorous Technical Quality Assurance (“TQA”) Program. The business objective of Charter's TQA Program is to create a process that minimizes preventable and costly repeat trouble calls and supports Charter's strategic goal of improving the customer experience through first call resolution.

Under the TQA Program, field technicians must go through Charter's comprehensive installation training course (approximately 60 hours) during the first 90 days of employment. Upon completion of the course, the technician should be thoroughly familiar with Charter's installation practices and material standards before being sent on individual assignments. The TQA Program also includes hundreds of hours of continued training for more experienced technicians and a comprehensive system of inspections and reviews.

Charter also maintains a rigorous training program for its customer care agents. Initial classroom training covers multiple weeks and encompasses a host of discrete subject matter modules. Classroom training is followed by multiple weeks of “nesting” – where the customer care agent handles customer calls under the supervision of a training mentor. Additional training is provided on a weekly basis on both an individual and team basis. In addition, Charter administers quarterly knowledge assessments.

Charter's various customer service policies are posted on the Charter website. Provided herewith as IR 1 – Exhibit 1 is a copy of several of the key notifications set forth on the website under “Terms of Service/Policies.”

(b) (i) Charter operates in thousands of communities and applies the FCC's customer service standards as the general benchmark against which to measure performance across its service areas. Charter routinely meets or exceeds these metrics without material dispute. With respect to customer service requirements under Oceanic's franchise agreements, as the Application explains, Charter has no current plans to materially change the terms and conditions of service and operations. Following the closing of the Transaction, Charter will continue to be bound by the requirements of the franchises, including all applicable customer service standards (e.g. Oahu Franchise, Decision and Order No. 346, § IV R), and commits to use best efforts to comply with all lawful standards.

(b) (ii) The customer experience is a top priority for Charter and improved customer service personnel training and service policies are important. Conversion to an all-digital platform improves status monitoring capabilities and also provides an opportunity to upgrade network facilities that help prevent or minimize service disruptions. Conversion of systems to digital also allows for the deployment of a superior set-top box communications protocol – DOCSIS Set-top Gateway (“DSG”) – in addition to improved communications between the set-

top box and the support infrastructure. DSG provides each set-top with the capability to deliver statistical information that enables Charter to proactively monitor network issues before they become noticeable by customers.

Charter is committed to moving aggressively to an all-digital network in Hawai'i and will ensure the transition of Time Warner Cable networks to all-digital within 30 months of the close of the Transaction, at the latest. This will accelerate the delivery of network reliability enhancements in Hawai'i. The transition to digital also enables much improved picture and sound quality.

In addition, Charter will be hiring and training thousands of new employees for its customer service call centers and field technician operations to increase its customer care capacity. Charter will bring thousands of overseas Time Warner Cable jobs back to the United States, adding thousands of jobs to the American economy. The company will bring many if not most of its field technician jobs in-house, where it will provide significant training, benefits, and opportunities for advancement, adding to the skill level and economic fabric of local communities, while developing its own high-skilled, well-paid workforce devoted to delivering improved customer service across the country.

Finally, as explained in the Application, Charter will be managed by a team of experienced officers, all of whom will be intensely focused on innovation, competition, customer service and service quality. Charter's management team is considered among the best in the industry. The New York Times recently said that Charter's CEO Tom Rutledge has "a reputation for being one of the best operators in the industry," and, in 2014, Multichannel News named Charter "Operator of the Year."

(c) Charter is mindful that customers expect a high level of service and the company is focused on improving customer service across its footprint, including in Hawai'i. Charter is committed to customer friendly practices and delivering superior services at competitive prices. However, as explained in its Application, Charter has not thoroughly inspected Oceanic's customer service operations in the Hawai'i systems. As such, it is not possible at this time to provide additional specific details on possible customer service changes in the future, other than those described in response to IR-1(b)(ii) above.

(d) With respect to currently deployed digital boxes and/or DVR boxes, Charter practices a comprehensive quality management program where all digital boxes, upon customer return, are processed through an automated tester to assure the box is fully functioning to the original manufacturing specification prior to being re-deployed to customers. In addition, Charter has a tightly controlled quality program where if a box fails the test process and requires an electronic repair more than two times, it is removed from inventory and destroyed. Lastly, Charter has a quality dashboard program in place that monitors the overall performance of digital boxes installed in customer homes and will launch quality corrective action programs if a certain model type is not hitting defined quality targets. Upon the conversion of the systems to all-digital format, Charter will roll-out its new Worldbox CPE and it is anticipated that quality and

durability concerns will be greatly diminished, although the same rigorous process for issuing refurbished devices will remain in place.

2. *Charter has committed that, within four (4) years of the merger it will invest at least \$2.5 billion in the build-out of networks into commercial areas beyond where it currently operates.*

(a) *How much of the \$2.5 billion will be invested on Hawai'i franchises?*

(b) *Which Hawai'i franchises will benefit from this investment?*

*If Charter does not yet have specific plans, please describe the process, time frame, and criteria that Charter will use to determine what investments it will make in the Hawai'i franchises.*

**Response to IR 2:**

Charter has not made any determinations regarding its post-merger build-out of facilities to specific business locations that are not currently served by cable facilities, but will consider any plans that Oceanic may have as part of that process. Following the completion of the Transaction, Charter will promptly evaluate each of the Hawai'i systems and franchises to identify those areas where local demand for business services and other communications services exists and where network extension to deliver those services that will provide the most customer value and that is justified, considering, among other things proximity to existing facilities and anticipated return on investment.

The proposed merger will facilitate increased investment in enterprise capabilities. On a national level, the combination of Charter's greater geographic reach and more rationalized footprint following the Transaction will position Charter to better compete for business customers, and thus improve competition in that sector.

3. *Charter has committed that, within four (4) years of the merger, it will build out one million line extensions to residences in its franchise areas.*

(a) *How many of the one million line extensions will be located in its Hawai'i franchises?*

(b) *Which Hawai'i franchises will benefit from this investment and where will these line extensions be built?*

(c) *Will unserved and/or underserved areas be given preference to receive line extensions?*

- (d) *What are Charter's plans to service unserved or underserved areas that do not qualify under the twenty-five (25) homes per cable mile extension policy?*

*If Charter does not yet have specific plans, please describe the process, time frame, and criteria that Charter will use to determine what investments it will make in the Hawai'i franchises.*

**Response to IR 3:**

Charter has not thoroughly inspected the operations of the Hawai'i systems, including issues relating to line extensions. Consequently, it is not possible to provide specific line extension plans at this time. Following the completion of the Transaction, Charter will evaluate each of the Hawai'i systems and franchises and determine what line extensions to implement, consistent with local needs and interests to provide the most customer value and with applicable franchise obligations. Charter does expect there will be line extensions in every franchise area and will work in good faith with the DCCA outside of the formal franchise process when warranted to address unique line extension needs on a case-by-case basis, as appropriate.

4. *Charter has committed that, within four (4) years of the merger, it will deploy over 300,000 out-of-home WiFi access points.*
- (a) *How many of these 300,000 will be deployed in its Hawai'i franchises?*
- (b) *Which Hawai'i franchises will benefit and where will they be deployed?*
- (c) *Are these out-of-home WiFi access points in addition to any existing access points that Oceanic currently operates?*

*If Charter does not yet have specific plans, please describe the process, time frame, and criteria that Charter will use to determine how many out-of-home WiFi access points it will deploy in Hawai'i.*

**Response to IR 4:**

Charter has not yet determined where the additional WiFi access points will be located, but they will expand the existing Oceanic WiFi network in Hawaii based on a number of factors, including to additional areas heavily trafficked by consumers. The deployment determination will be made following completion of the Transaction. At that time, Charter will evaluate each of the Hawai'i systems and franchises to identify those areas where local demand for out-of-home WiFi access points exists and where such access points will provide the most customer value and will be justified. The 300,000 new WiFi hotspots will be in addition to the existing access points currently operated by Time Warner Cable and Oceanic.

5. *Charter has committed to creating thousands of U.S.-based jobs and returning call center jobs back to the United States.*
- (a) *Will new jobs be created in Hawai'i franchise areas?*
  - (b) *Which Hawai'i franchises will benefit from the creation of new jobs?*
  - (c) *How many new jobs are projected to be created in Hawai'i franchise areas?*
  - (d) *What types of jobs will be created in Hawai'i franchise areas?*
  - (e) *Will any call centers or customer service offices be closed or relocated in Hawai'i franchise areas?*
  - (f) *Does Charter anticipate closing or relocating any existing Oceanic facilities in Hawai'i franchise areas?*

*If Charter does not yet have specific plans, please describe the process, time frame, and criteria that Charter will use to determine the number and type of call center jobs it will support in Hawai'i.*

**Response to IR 5:**

Charter does not currently have a presence in Hawai'i, meaning that Charter expects it will need a strong Oceanic workforce to service customers in the State. The vast majority of the workforce in Hawai'i is needed to directly service customers in the state. Charter has no current plans to make changes, nor does it anticipate any specific job gains or losses in Hawai'i as a result of the Transaction, but the company reserves its right to make operational and managerial decisions that may be necessary to best serve its customers.

Across its national service footprint, Charter has created 7,000 new jobs since 2012 and company CEO Tom Rutledge recently said that if Charter grows at it has in the past 3.5 years, the company would anticipate the need for 20,000 new employees over time. See First on CNBC: CNBC Transcript: Charter Communications CEO Tom Rutledge Speaks with CNBC's David Faber on "Squawk on the Street" Today, May 26, 2015, available at <http://www.cnbc.com/2015/05/26/first-on-cnbc-cnbc-transcript-charter-communications-ceo-tom-rutledge-speaks-with-cnbc-david-faber-on-squawk-on-the-street-today.html>.

In addition, please see the response to IR 1(B)(ii).

6. *Providing affordable broadband Internet to low-income consumers is a significant concern for DCCA. As part of the proposed merger, Charter expressed its commitment to building upon Bright House Networks' ("BHN") broadband program for low-income consumers.*
- (a) *Although BHN does not have a franchise in Hawai'i, will Charter build upon BHN's broadband program for low-income consumers and implement it throughout Hawai'i franchises?*
  - (b) *What are the eligibility requirements for such a program?*
  - (c) *If and when such a program is implemented in Hawai'i, will Charter commit to providing DCCA and the public at least six (6) months' notice regarding the offering of the service, eligibility requirements, and the pricing?*
  - (d) *Will Charter commit to setting the price for the service that is consistent or in alignment with mainland United States affordable broadband programs?*

**Response to IR 6:**

(a) Charter intends to offer a broadband service for low-income customers to eligible households at a significantly reduced rate and will begin making the offer available within six (6) months after the Transaction closes, and offer it across the Charter footprint, including Hawai'i, within three years of closing. As noted, the low income broadband offering is not an existing Charter program but rather an offering of BHN that Charter intends to incorporate and expand throughout its service area. The exact terms of the program, including speeds, eligibility and market roll-out have not yet been determined. Since Oceanic currently has no such program in Hawai'i, expansion of this program by Charter will be a significant opportunity for prospective recipients.

(b) See response to a, above.

(c) Charter confirms that it will provide reasonable notice regarding the implementation of the low-income broadband offering, including eligibility and pricing. While no specific prior notification timeframe has been established, Charter is committed to effective communication regarding the low-income broadband offering.

(d) Charter confirms that the pricing for its low-income broadband offering will be uniform across its national footprint, including Hawai'i.



7. *Hawai'i consumers have previously expressed concerns that their rates for cable and broadband Internet service will increase following a merger.*
- (a) *Will Charter commit that cable service rates will be reduced or, at a minimum, maintained at current levels? If yes, then please specify length of the time period during which Charter will commit to not raise or maintain subscriber rates at current levels?*
  - (b) *If Charter is unable to make any commitments not to raise Hawai'i cable subscribers' rates after the merger, please explain why it is not able to do so.*
  - (c) *What commitments is Charter prepared to make with respect to rates for cable service in the State, if the proposed transaction is approved and effectuated? For example, is Charter prepared to commit to a cap on the level of annual and/or cumulative cable rate increases over the next four (4) years? If so, please describe the commitment with specificity.*
  - (d) *What commitments is Charter prepared to make with respect to broadband Internet rates in the State, if the proposed transaction is approved and effectuated? For example, is Charter prepared to commit to a cap on the level of annual and/or cumulative broadband Internet rate increases over the next four (4) years? If so, please describe the commitment with specificity.*
  - (e) *On average, how do rates for cable and broadband Internet service currently charged by Oceanic to Hawai'i subscribers compare with prices charged by Charter for such service on the mainland United States? At minimum, for cable service, provide comparison rates for basic and premium services, and for broadband Internet service, provide comparison rates based on speeds that Oceanic currently provides.*
  - (f) *If the proposed transaction is approved and effectuated, how will the rates that will be charged by Charter for cable and broadband service to Hawai'i subscribers compare with prices charged by Charter for such services on the mainland United States? Will Charter commit that rates for cable and broadband Internet service charged to Hawai'i subscribers will be no higher than prices charged for such services on the mainland United States? To the extent that rates for cable and broadband Internet service charged to Hawai'i subscribers will be higher than prices charged for such services on the mainland United States, please provide an estimate (in percentage or dollar terms) of how much higher the rates will be and an explanation of the justification for this practice.*

**Response to IR 7:**

(a) The information requested by this Information Request is not within the DCCA's scope of review related to the Application. As the FCC has expressly stated, franchising authorities may not circumvent FCC rate regulation procedures or standards by attempting to regulate rates through the transfer approval process. *Implementation of Sections 11 and 13 of the Cable Television and Competition Act of 1992*, Report and Order, 8 F.C.C.R. 6828 ¶ 39, n.38 (1993) (in exercising their transfer jurisdiction, franchising authorities may not seek to circumvent federal regulatory authority, including federal rate regulations in particular).

The Transaction does not itself require an increase in the existing rate structure. We expect that rates will continue to be established based on market and operational factors. No changes in the existing cable rate structures are planned at this time.

(b) See response to a, above.

(c) See response to a, above.

(d) Charter notes that the information requested by this Information Request is subject to the prohibition imposed by the FCC on the regulation of broadband service rates.<sup>1</sup> Generally, however, Charter expects to be able to deliver base broadband speeds that are faster than comparable plans currently offered by Oceanic and save customers money by offering plans without modem lease fees. Additionally, Charter does not have early termination fees, usage based pricing or data caps and offers pricing and packaging that do not include fees for cable modems. Oceanic generally charges customers \$8.00 per month for those leasing modem equipment.

(e) Cable service rates are not readily compared due to a variety of factors, including differences in programming line-ups, packaging, ancillary fees, and promotions. With that said, Oceanic's existing monthly fee for "Standard TV Service" (including Basic Service) is \$64.74, and Charter's national fee for "Charter TV Select" (including Basic Service) is \$59.99. Oceanic's "Premium" monthly service fee (for services like HBO, Showtime, etc.) is \$16.95,<sup>2</sup> and Charter's national "Premium" monthly service fee is \$15.00 per service.

Similarly, broadband service rates are not readily compared due to a variety of factors, including differences in speeds, associated equipment, and promotions. For example, Charter's Internet

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<sup>1</sup> See *In the Matter of Protecting & Promoting the Open Internet*, 30 F.C.C. Rcd. 5601 ¶ 5 (2015) ("We expressly eschew the future use of prescriptive, industry-wide rate regulation"); *id.* at ¶ 37 ("Today, our forbearance approach results in over 700 codified rules being inapplicable . . . . This includes . . . no tariffing, no rate regulation, and no cost accounting rules..."); *id.* at ¶ 433 ("For example, should a state elect to . . . regulate the rates of broadband Internet access service through tariffs or otherwise, we expect that we would preempt such state regulations as in conflict with our regulations."); *id.* at ¶ 505 ("...we forbear from sections 203's tariffing requirements for broadband Internet access service, and adopt mandatory detariffing.").

<sup>2</sup> The fee is reduced to \$9.95 for each additional premium service.

service includes a modem at no additional fee, while Oceanic imposes a monthly modem lease fee. Oceanic is currently in the process of phasing in faster Internet speeds across the State. Oceanic's current "Standard" broadband offering is a 15/1 Mbps service for \$57.99 (plus \$8 modem fee), which is being replaced by a new "Extreme" broadband offering providing a 50/5 Mbps for the same price. Charter's existing national base level broadband offering is a 60/4 Mbps service for \$59.99 per month.

(f) Notwithstanding its objections to this Information Request and the fact that it has not thoroughly studied the local market and Oceanic's current pricing, Charter has no reason to believe at this time that Hawaii will be an exception to the company's general practice of nationally uniform broadband pricing. Similarly, while the rates for basic cable service may vary among its communities for a variety of reasons, including local regulation of basic cable service, Charter has no reason to believe at this time that Hawaii will be an exception to the company's general practice of nationally uniform pricing for the non-basic cable service packages subscribed to by the vast majority of subscribers.<sup>3</sup>

8. *Charter has stated that it will transition to a fully digital format, within thirty (30) months of the merger. This transition will increase broadband Internet speeds and improve video services. In Hawai'i, many subscribers still receive only analog service. Thus, a conversion to an all-digital format will have a significant impact on analog-only cable customers in the State.*

- (a) *What are Charter's plans (including, but not limited to, timeframes, benchmarks, and expectations) for the conversion of the Hawai'i cable systems to an all-digital format?*
- (b) *How much notice does Charter anticipate will be given to subscribers of a pending transition? What type or form of notice will be provided to subscribers?*
- (c) *What type of digital converter boxes will be offered to analog service subscribers? Does Charter anticipate that the digital converter boxes will be offered at no-charge to subscribers? If not, what would the charge be? How long will the offer last?*
- (d) *Upon transition to all digital service, will Hawai'i subscribers face a price increase for cable service? If there will be an increase in the price for cable service, on average, what will the price increase be?*

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<sup>3</sup> There may be limited exceptions to uniform broadband and cable pricing for "grandfathered" subscribers and promotional offers.

*If Charter does not yet have specific plans, please describe the process, time frame, and criteria that Charter will use to determine the process and timeframe to transition to a fully digital format.*

**Response to IR 8:**

(a) See response to IR-1(b)(ii).

(b) Charter will comply with all applicable franchise and legal requirements with respect to notifying its subscribers in Hawai'i. Charter has successfully completed conversion to all-digital delivery throughout its footprint by effectively communicating with subscribers in phases as the roll-out of the digital network was implemented across the vast majority of its communities. A well-planned education process has ensured the successful introduction of the new network and services and minimized subscriber disruption. This has typically included a comprehensive multi-faceted program, including a series of direct mail, bill statement messaging, and phone-calls to customers beginning approximately 6 weeks prior to the conversion. As an operational matter, Charter is motivated to ensure that its customers experience a smooth transition to all-digital, with as few disruptions as possible.

(c) Upon the completion of the conversion to the digital network, Charter intends to deploy its Worldbox digital converter boxes as a new equipment option. Charter also plans to make digital boxes available from Oceanic's existing digital converter inventory. It has been customary in the past for Charter to establish promotional offers of up to two free digital boxes to qualified existing customers for up to 24 months following the launch of digital service, depending upon the customers' level of service.

(d) Charter has no definitive plans at this time to make changes to the cable rates for service or operations of the system immediately following digitization. Any changes that Charter may make in the future would be effectuated based on market and operational factors, and will be in full compliance with all applicable filing and notice requirements.

9. *Charter has committed to increasing minimum broadband Internet speeds in Hawai'i.*

(a) *Will all Hawai'i franchises offer a minimum 60 Mbps broadband Internet speed?*

(b) *Will any Hawai'i franchises offer 100 Mbps minimum broadband Internet speed?*

(c) *When these speeds are offered in Hawai'i, how will customers receive advance notification? Will subscribers be required to switch their cable modems and/or other broadband Internet equipment? Will Charter provide any additional or different equipment at no-charge to the subscriber? If not, what will the charge be?*

- (d) *Will Charter commit that the prices for these services will be no higher than the prices that Charter charges for comparable broadband service on the mainland United States? If Charter is not prepared to make this commitment, please explain the reason why Charter will charge higher prices to subscriber in Hawai'i and describe any pricing commitment that Charter is prepared to make.*

**Response to IR 9:**

(a) Charter intends to bring base broadband service speed tiers in Time Warner Cable service areas to Charter's current standard minimum of 60 Mbps with uniform pricing options across our markets nationwide (including Hawai'i) and without data caps, usage based pricing, early termination fees or modem fees. In Time Warner Cable territories that are already all-digital, Charter will introduce this offering within a year of closing. Consumers in remaining territories, including Hawai'i, will have access to the same speeds and pricing once their systems are converted to all-digital.<sup>4</sup>

(b) Oceanic already offers a 100 Mbps broadband service to most of its subscribers in Hawaii. After the closing of the Transaction, Charter will continue to offer a 100 Mbps broadband service.

(c) Charter will comply with all applicable filing and notice requirements when the new broadband speeds become available in the Hawai'i systems. In launching its 60 Mbps broadband service across its existing nationwide footprint, Charter successfully communicated with subscribers in phases as the new service became available within a community to ensure the successful introduction and to minimize subscriber confusion and disruption. As discussed in response to IR 9(a) above, Charter's current standard minimum of 60 Mbps applies across our markets and without data caps, usage based pricing, early termination fees or modem fees. It is possible that some customers may be required to obtain new modems from Charter, however, Charter (unlike Oceanic) does not charge for its modems.

(d) As explained in response to IR 9(a) and (c) above, Charter's 60 Mbps service is offered with uniform pricing across all its markets. This policy will extend to the Hawai'i systems.

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<sup>4</sup> Systems serving less than 1% of broadband subscribers in Hawaii may be limited due to technical obstacles that preclude the availability of the 60 Mbps broadband offering in such areas. All references herein to deploying this enhanced broadband offering are subject to this caveat.

10. *Charter has committed to introducing innovative video services as part of the merger. In particular, Charter has highlighted its Worldbox and Spectrum Guide as innovations that it will roll out.*
- (a) *Will subscribers be required to switch and/or upgrade any of their existing video equipment? If yes, please describe the equipment to which subscribers will need to switch.*
  - (b) *If changing video equipment is required for subscribers to utilize these innovations, how will Charter notify customers in Hawai'i that changes need to take place?*
  - (c) *If subscribers need to change their equipment, will they need to purchase the equipment or will it be provided without cost? If subscribers will be required to purchase equipment, please describe the cost and any extended payment plans that Charter will offer.*

**Response to IR 10:**

(a) Oceanic is partially digitized already. Only customers without any digital services (i.e. no box or analog boxes only) will be required to switch or upgrade their existing set-top boxes following the conversion to the all-digital network. Charter's Worldbox CPE system is a new set-top box, and thus Oceanic customers wishing to use Charter's Worldbox CPE system (at their option) will need to obtain this new set-top box. However, Charter notes that functionality like the Spectrum Guide will be provided over both the Worldbox CPE system and existing set-top boxes, as further explained below.<sup>5</sup>

Charter's advanced Spectrum Guide uses cloud-based technology to deliver a customizable, interactive experience to video subscribers. The guide enables customers to find video content more easily across cable TV channels and on-demand options. Spectrum Guide will be deployed quickly across Charter's footprint, beginning with all-digital systems and continuing as systems are digitized. Because Spectrum Guide's functionality is cloud-based, consumers will be able to benefit from its advanced features using their existing two-way set-top boxes without the wait, disruption, and expense of a new set-top box or a truck roll. This flexibility is a boon to consumers, and a spur to innovation in the CPE marketplace. It will also push forward the integration of traditional MVPD offerings and online video offerings, to the benefit of consumers.

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<sup>5</sup> Customers that do not currently have a set-top box – e.g. analog only basic subscribers – will require a box to access the new digital services.

(b) Charter will comply with all applicable notice requirements in advising subscribers when Worldbox equipment is available and will provide information on how customers can switch out their existing set-top boxes if they choose to do so.

(c) As explained in response to IR 10(a), because Spectrum Guide's functionality is cloud-based, consumers will be able to benefit from its advanced features using their existing two-way set-top boxes without the wait, disruption, and expense of a new set-top box or a truck roll. As noted above, Worldbox is just now being introduced. While the terms and conditions may vary for the equipment as the roll-out continues, Charter anticipates that it will be available for lease, like other Charter CPE, without the need for customers to purchase the boxes or to arrange extended payment plans.

11. *Currently, Oceanic offers a stand-alone Internet service at a rate of \$14.99. Will Charter commit to maintain this stand-alone rate for Internet service after the merger is completed? If so, for how long a period is Charter prepared to commit? If not, what is the maximum rate to which Charter is prepared to commit during the first four (4) years after the transfer is effectuated, if approved?*

**Response to IR 11:**

Charter will permit existing customers who subscribe to the \$14.99 Everyday Low Price offering to continue to keep their current service offering following the close of the Transaction. We have no current plans to change this service or rate for existing customers of the offering.

12. *Hawai'i consumers have sought symmetry between download and upload speeds in broadband Internet service. Is Charter prepared to provide broadband Internet offering symmetrical upload and download speeds? Please describe any specific service Charter proposes to offer, including the speed and price, and the timeframe for deployment.*

**Response to IR 12:**

Although Charter has no current plans to provide a symmetrical broadband offering in Hawai'i, we are continuously monitoring the market in order to meet customer needs. Charter's technological capabilities and experience will ensure that Oceanic's customers will continue to receive the same or higher quality products and services than they currently enjoy. Charter's history and actions demonstrate a commitment to making the investment necessary to ensure that its network is not only robust for today's needs but capable of evolving to meet tomorrow's consumer and business demands, and that commitment will carry over to Charter's operations in Hawai'i. Moreover, under the leadership of Charter's management team, the merged company will have both the incentives and resources to advance Charter's existing pro-customer and pro-broadband model and extend it to the Oceanic systems.

Moving forward Charter will deploy next generation technologies (including DOCSIS 3.1), which will further improve broadband speeds and service. Investments in all-digital technology and DOCSIS 3.1 will enable increased downstream and upstream speeds to meet the demand of Hawai'i consumers.

See also responses to IRs 7(e) and 9(a).

13. *Please describe Charter's experience with Public, Educational and Governmental ("PEG") access organizations that provide local cultural programing in their franchise areas on the mainland United States. Please provide specific examples relevant to Hawai'i.*

**Response to IR 13:**

Charter has extensive experience working with PEG access organizations throughout its existing service footprint in the mainland United States. While Charter has no editorial control over the content of PEG programming services under federal law, certain PEG organizations do provide local cultural programming at their discretion.

14. *If the proposed transaction is approved, how will Charter improve or expand PEG access? At minimum, describe whether any changes will be proposed regarding the level of support for PEGs, equipment deployed for PEG use, and channel line-up for PEG services. If Charter anticipates reducing support for PEGs, please describe the extent of any reduction and the justification for doing so.*

**Response to IR 14:**

Charter's acquisition of control of Oceanic will not affect Oceanic's PEG obligations under its franchise agreements, and Charter does not have any current plans to make any changes. Charter has a history of working collaboratively with PEG organizations to meet our franchise obligations and that will continue after the Transaction as well.

15. *If the proposed transaction is approved, will Oceanic (under Charter's control) be able to comply fully with the terms, conditions, and requirements of its cable franchises in the State. Please be as detailed as possible about any adverse effect that the proposed transaction will have on Oceanic's ability to comply, and provide all assurances as applicable and appropriate. Will Charter seek any changes in the existing franchise agreements? If yes, please describe the changes that Charter expects to request and the justification for any such request.*



**Response to IR 15:**

Charter has certified in the Form 394, Section V, Part II(c), that it will use its best efforts to comply with the terms of the franchises and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation of the systems, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing. Charter does not believe that the proposed Transaction will have any adverse effect on Oceanic's ability to comply with its franchise obligations. Moreover, Charter has no current plans to seek any changes in any of the existing franchise agreements.

16. *Please provide a detailed explanation of the commitment of Oceanic (under Charter's control) to keep abreast with changing technological developments and how it intends to incorporate such developments into its cable systems and other services such as broadband, if the proposed transaction is approved and effectuated.*

**Response to IR 16:**

Charter is a technology leader in the cable television industry and is committed to maintaining that leadership role. Background information is provided concerning the technological accomplishments of Charter and its management, as well as of Time Warner Cable and BHN, in the parties' FCC Form 394 Exhibit 9 and in the FCC Public Interest Statement.<sup>6</sup> These discussions demonstrate how the Transaction will accelerate broadband deployment, intensify broadband competition, promote innovation, expand broadband adoption and increase broadband speeds across the combined company's footprint. Moreover, Charter's increased scale will make it a strong partner for innovative services, including broadband, and, accordingly, will spur their development.

See also responses to IRs 1(b)(ii), 12 and 17.

17. *Identify and describe with detail how the proposed transaction will serve the public interest of the communities of each of Oceanic's cable franchise areas, specifically:*
- (a) *Oahu, the City and County of Honolulu;*
  - (b) *Maui County (includes Molokai and Lanai and excluding Lahaina);*
  - (c) *Lahaina, Maui;*
  - (d) *West Hawai'i;*

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<sup>6</sup> See FCC Public Interest Statement at 17-32, available at <https://transition.fcc.gov/transaction/charter-twc-bhn/charter-twc-bhn-public-interest.pdf>.

(e) *East Hawai'i; and*

(f) *Kauai County.*

**Response to IR 17:**

As explained in the Public Interest Statement included with the parties' Form 394 and in their Application, the communities served by Oceanic will receive numerous public interest benefits from the Transaction. By combining Charter's business strategy of investing in and offering high-quality services at competitive prices, TWC's operating momentum, and BHN's strong reputation for customer care in growing, highly competitive service areas, the Transaction will deliver benefits to consumers and businesses in the communities served by Oceanic.

Under the leadership of Charter's management team, the merged company will have both the incentives and resources to advance Charter's existing pro-customer and pro-broadband model and extend it to the Oceanic systems. Moreover, Charter's technological capabilities and experience will ensure that Oceanic's cable service customers will benefit from a broad array of innovative service offerings. Charter's commitments to build upon BHN's broadband program for low-income consumers and to embrace TWC's commitment to diversity and inclusion will further ensure that the Transaction will benefit the State of Hawai'i.

Following the completion of the Transaction, Charter will evaluate each of the Hawai'i franchise areas to identify those areas where it can provide the most value to local communities and where additional network investment to deliver its services may be needed and justified.

The specific public interest benefits that the Oceanic communities will enjoy include:

- ***Faster Internet experience at a better value.*** Charter will raise the minimum broadband speed offered to 60 Mbps throughout the merged company's footprint, with pricing based on Charter's current model. Consistent with Charter's current practices, it intends to offer these broadband services on a stand-alone as well as bundled basis, without data caps, usage-based pricing, modem fees, or early termination fees.
- ***A quicker rollout of advanced video technology.*** Charter will continue Oceanic's move towards an all-digital system in Hawai'i and complete the digitization, thereby freeing up capacity for more high definition and on-demand channels and increased broadband speeds.
- ***More Competition for Enterprise Customers and Advertising Services.*** By increasing the geographic reach and density of Charter's presence in multiple regions, the merger will enable us to compete more effectively with large phone companies for large enterprise and other multi-location customers who need

connectivity in disparate locations or to a more complete regional footprint. Similarly, this increased density will make Charter more attractive to advertisers and will bolster the effectiveness of its marketing.

- ***An Engine for New Investment and Jobs.*** The Transaction will lower the per-customer fixed costs of investments, facilitating the deployment of new technology and advanced infrastructure. In addition, substantial synergies will reduce the merged company's costs, providing additional resources to invest productively. Charter will invest in more jobs in the United States, by hiring and training thousands of new employees for its customer service call centers and field technician operations. Charter will also return Time Warner Cable call center jobs to the United States.
- ***More Innovation in the Technology Stack.*** Charter's increased scale-which will make the company the number two wireline broadband provider and number three video provider in the country-will benefit consumer premises equipment ("CPE") manufacturers, edge providers, and traditional video programmers by creating a new national platform to drive innovation, serving as a counterweight to the existing players with national scale.
- ***Exceptional Community Initiatives.*** The combined company will build on each individual company's commitments to good corporate citizenship, including by expanding Time Warner Cable's commitment to diversity and inclusion and BNH's initiatives to expand broadband adoption and close the digital divide – all strongly rooted in the communities that Charter will serve.

18. *How will the proposed transaction impact Oceanic's overall workforce? How will Oceanic's local management team and operations be impacted?*

**Response to IR 18:**

See response to IR 5.

19. *How will the proposed transaction impact the financial resources and ability of Oceanic (under Charter's control) to provide cable and broadband Internet services in its cable franchise areas?*

**Response to IR 19:**

The Transaction will have no negative impact on the financial resources and ability of Oceanic to provide cable and broadband Internet services in its cable franchise areas. Charter demonstrated its financial qualifications in its FCC Form 394, Exhibit 8, as supported by its Annual Report on

Form 10-K filed with the Federal Securities and Exchange Commission (“SEC”) for the year ending December 31, 2014, which is available at:

<http://www.sec.gov/Archives/edgar/data/1091667/000109166715000049/0001091667-15-000049-index.htm>

A copy of Charter’s Quarterly Report on Form 10-Q filed with the SEC for the quarter ending June 30, 2015 is available at:

<http://www.sec.gov/Archives/edgar/data/1091667/000109166715000185/0001091667-15-000185-index.htm>

Moreover, an S-4 for CCH I, LLC was filed with the SEC on June 25, 2015, with amendments thereto filed on July 28, 2015 and August 18, 2015 (see links below). The S-4 provides the information necessary for existing Charter and TWC shareholders to evaluate and vote on the pending Transactions. In particular, the S-4 provides 5 year pro forma projections for Charter’s financial performance after the closing of the Transaction.

SEC Form S-4 filed June 25, 2015:

<http://www.sec.gov/Archives/edgar/data/1350366/000119312515235720/0001193125-15-235720-index.htm>

S-4A (first amendment) filed July 28, 2015:

<http://www.sec.gov/Archives/edgar/data/1350366/000119312515264566/0001193125-15-264566-index.htm>

S-4A (second amendment) filed August 18, 2015:

<http://www.sec.gov/Archives/edgar/data/1350366/000119312515293683/0001193125-15-293683-index.htm>

As shown by these submissions Charter is financially qualified and, following the Transaction, Charter’s increased scale will facilitate access to additional resources that will only strengthen Oceanic’s ability to fulfill its franchise obligations in Hawai’i.

20. *Will funds be given to expand and upgrade the cable systems and infrastructure in Hawai’i, in particular, funds for real-time video testimony at State legislative hearings and county council meetings on the neighbor islands?*

**Response to IR 20:**

As discussed, Charter will complete the conversion of the Oceanic systems to an all-digital network promptly upon the closing of the Transaction. However, it is not possible to provide specific plans with respect to other infrastructure upgrades or local programming funding issues at this time. Following the completion of the Transaction, Charter will evaluate the Hawai’i

systems and determine what additional initiatives should be explored, consistent with local needs and interests and applicable franchise obligations.

21. *If the proposed transaction is approved, will Oceanic (under Charter's control) continue to maintain its books and records in the State?*

**Response to IR 21:**

Charter will comply with all franchise obligations regarding local access to books and records.

22. *What is Charter's credit rating? How does it compare to other large cable multi-system operators? If approved, how will the proposed transaction impact Charter's credit rating?*

**Response to IR 22:**

The Corporate Family Rating ("CFR") for Charter Communications, Inc. ("Charter") is currently Ba3 from Moody's, BB- from S&P and BB- from Fitch. If approved, the proposed Transaction is expected to have a positive impact on Charter's CFR rating. Each of the ratings agencies issued press releases after the acquisition announcement indicating they viewed the Transactions as credit positive and would upgrade Charter's CFR upon closing. Moody's press release dated May 26, 2015 (the date of the announced acquisition) stated it expects to upgrade Charter's CFR by one notch to Ba2. S&P's release, also dated May 26, 2015, stated there is potential for a two notch upgrade to BB+. Similarly, Fitch stated in its press release dated July 9, 2015 that a one or two-notch upgrade would be possible up to BB+. Please see the attached IR 22 – Exhibit 1 (titled "MSO Credit Ratings") for additional detail on Charter's CFR rating and how it compares to other large cable multi-system operators.

23. *What is Charter's debt to equity ratio? How does this compare to other large cable multi-system operators? If approved, how will the proposed transaction impact Charter's debt to equity ratio?*

**Response to IR 23:**

Charter's current debt-to-equity ratio is approximately 67% (based on Charter's closing share price on August 17, 2015). If approved, the proposed Transaction will result in an increased debt-to-equity ratio of approximately 95%. While the post-Transaction ratio is higher than Charter's today, Moody's, S&P and Fitch have all viewed this Transaction as a credit positive event, as evidenced by their public statements regarding an upgrade of Charter's CFR rating. This is driven in part by the expected benefits from enhanced scale, the significant free cash flow the company will generate and also de-lever roughly 0.5x per year. Please see the attached IR 23 – Exhibit 1 (titled "MSO Debt-to-Equity Ratios") for additional detail.

24. *If the proposed transaction is approved, please explain how Charter plans to ensure that it will be able to service its debts as they come due?*

**Response to IR 24:**

Charter's financing of the Time Warner Cable acquisition is balanced and the operating business is expected to be cash flow positive at the day of close, which together with future cash flow growth supports the payment of interest expenses and principal repayments such that the business plan is fully funded.

- The Transactions include \$30 billion of equity financing from TWC shareholders becoming shareholders of Charter, \$8 billion of equity financing from A/N becoming Charter shareholders, and \$5 billion of new equity investment from Liberty Broadband.
  - In addition, Charter will use \$24 billion of new debt to fund the cash portions to TWC and A/N.
  - As a result, post-Transaction Charter debt will increase to \$61B, vs. \$37B at current Charter and TWC today.
  - Post-Transaction Charter leverage ratio is expected to be at comparable level at closing (4.5x vs 4.3x at current Charter today). Furthermore following the Transaction, Charter is expected to deleverage at ~0.5x per year through EBITDA and cash flow growth.
  - Over 90% of the new debt has already been raised at historic low rates. Current TWC weighted average cost of debt (WACD) is 6.3%. New debt WACD to fund acquisition is 4.8% and post-Transaction Charter WACD will be approximately 5.5%. After closing we expect our interest payments to be over 85% fixed, substantially eliminating risk of a rising interest rate market through principal repayment.
  - Current Charter interest expense is \$0.7B, supported by \$1.0B operating cash flow (EBITDA less Capex) in 2014 – a 1.4x ratio. Pro forma interest expense will be \$3.3B, supported by \$7.8B operating cash flow in 2016 – a 2.4x ratio.
  - Operating cash flow expected to increase to \$13.7B in 2019, nearly 14x current Charter's operating cash flow while the interest expense will only increase by 4.0x current Charter.
25. *Under the proposed financing agreement outlined in the proposed transaction, how will Charter pay off its short-term liabilities?*

**Response to IR 25:**

As mentioned in response to IR 24, the operating business is expected to be cash flow positive at the day of close, which together with future cash flow growth supports the payment of interest expenses and principal repayments such that the business plan is fully funded. Charter's pro forma balance sheet is constructed with low cost and long dated debt. Other than normal trade

payables, less than one half of one percent of its debt is payable in 2016 and more than 91% is due beyond 2018. In addition, Charter will have a \$3.0B revolving credit facility, which it anticipates will be undrawn at closing, to support day to day management of the business.

26. *Please provide a copy of the pro forma financial statements along with the assumptions used in preparing its response to Section II, G, in the State of Hawaii Application for Transfer of Cable Television Franchise.*

**Response to IR 26:**

Charter's pro forma financials are included in its S-4 filings, links to which are provided in response to IR 19.

**IR 1 - Exhibit 1**  
**Customer Notices**





## 2014 Annual Customer Notification

Charter Communications® (Charter) appreciates your subscription to our cable television service. To ensure that You understand our video products and terms of service, we have outlined some essential information below. Please note that services listed in this notice may not be available in all Charter areas, and that some of the policies, procedures, services herein are not applicable to all Charter Business video customers (exceptions may exist by product type). If you have any questions about this notice or about Charter's video and non-video services or policies, please contact Charter Customer Service or go to our website at [www.charter.com](http://www.charter.com). You can also find help videos, user guides, troubleshooting steps, and FAQ's for Charter's products and services at [www.charter.com/support](http://www.charter.com/support).

### OVERVIEW OF CHARTER'S TV SERVICES

**BASIC SERVICE:** (Basic Tier Availability) The Basic Service Tier, where available, is our lowest level of video service. Basic Service includes off air broadcast stations and may include any franchise-required public, educational and government access channels. All such programming varies on a community-by-community basis and is subject to change at any time, subject to applicable law. Pursuant to federal law, cable customers must subscribe to Basic Service in order to subscribe to any other cable video service.

**OTHER OPTIONAL SERVICES:** Where available, the following services are optional levels of service above and beyond Basic Service: Expanded Service, Charter TV Digital packages & tiers, Premium channels, Digital Receiver, Integrated Interactive Services & Remote Control, HD equipment, DVR service, Internet and Phone.

**PROGRAMMING:** You may view pricing, channel line-ups and additional services available in your area at [www.charter.com](http://www.charter.com). Charter issued digital receiver or CableCARD required to view programming channels in All-Digital markets. Charter issued digital receiver required to view PPV and On Demand programming (where available). HD capable equipment required to view HD programming (where available). All programming may not be available to CableCARD customers. Charter receives programming from various broadcast and cable networks. Charter is not responsible for the content or schedule aired by these networks. Please contact specific cable or broadcast networks directly with your programming complaints or questions.

**PAY-PER-VIEW AND ON DEMAND:** Where available, Pay-Per-View and On Demand are for private, in-home viewing only; no commercial establishments. To order one of these services, your account must be current. Customers with a digital receiver may order using Charter's remote control. To prevent unauthorized use in your household, you are responsible for setting up a PIN number, Parental Control and Rating preference. Charter will not give credit for the following circumstances: 1) unauthorized use, 2) if you record a Pay-Per-View event or movie and are not present to monitor the recording, 3) if you do not call to report reception problems while the movie or event you ordered is on, 4) or if you do not call to report you did not receive the movie you ordered, while that movie is on.

**INSIDE WIRING:** A Wire Maintenance Plan is an optional service available to customers for a low monthly rate. It ensures that You do not have to pay Charter to repair cable and telephone communications wires that are inside Your home. Certain limitations apply to the Plan, such as the exclusion of repairs to alarm/electrical/twisted pair wiring, customer-caused damage or abuse, and alterations to Charter equipment. Please contact Charter for more information about the Wire Maintenance Plan. For new and existing single unit installations, the wiring inside Your residential premises shall become a fixture to the realty upon installation. If you have someone other than Charter install the inside wiring in your home, or if you do it yourself, you are responsible for ensuring that the wiring does not interfere with the normal operation of the cable system and that it complies with applicable federal regulations, including protections against signal leakage.

**CABLE COMPATIBILITY:** In a traditional cable system, "cable-ready" television sets may be connected directly to the cable system and will receive unencrypted digital signals present on the system without the use of a digital receiver (typically most, but not all, Limited Basic and Expanded Basic channels). A Charter-issued digital receiver is required to receive encrypted and subscription-specific signals, which are delivered only to those customers who elect to have them as part of their service package. These typically include, but are not limited to, digital programming packages, premium channels, Pay-Per-View, On Demand, and on-screen programming guide. A CableCARD is an additional device, about the size of a credit card, available at retail outlets, designed to provide some of the same functionality available with a Charter-issued digital receiver (i.e., view digital encrypted cable channels without using a receiver) when used with a television set that supports it. A CableCARD will not provide all services (including, but not limited to, two-way communication services such as the on-screen programming guide, On Demand, on screen ordering of Pay-Per-View). In an "all-digital" cable system, all channels are encrypted and a Charter-issued digital receiver is required on each television set to receive TV programming.

A digital receiver functions as a tuner/decoder that receives the cable channel selected by the viewer and converts it to a format that can be received by the customer's television set or device. This converted signal is usually displayed on channel 3 or 4 on the television set or device. Some digital receivers also provide video and audio outputs, which can be connected to the video and audio inputs of additional devices such as DVD players or gaming consoles. To operate your television set after it is connected to a Charter-issued digital receiver, use the remote provided with your television (not the Charter remote) to tune to channel 3 or 4, as needed. Then, use the Charter remote to select each channel you wish to watch. To ensure reliable operation, confirm the receiver is plugged into a non-switched power outlet (one that is not controlled by a light switch) and that connections on the back are secure. Loss of power to the receiver may result in a temporary loss of your cable television service. Cable jumpers, signal splitters, amplifiers or A/B switches may cause signal degradation if they do not meet Charter's standards. Please contact us for assistance in connecting any additional equipment to your home network, or visit [www.charter.com/support](http://www.charter.com/support).

**COMPATIBLE REMOTE CONTROLS:** Charter's digital receivers work in conjunction with universal remote controls. Universal remote controls are available from Charter and at retail stores. A few model examples are: Sony RMVLZ620, RCA RCRPS06, and Logitech Harmony 650. Remote control manufacturers update products frequently, so these exact models may not be available at the time of purchase. Should you have a question about the compatibility of your remote control unit, please call the remote manufacturer or contact Charter.

**INSTALLING YOUR VCR AND DVD:** Installation of your VCR or DVD can be completed through a variety of different methods depending upon your viewing and recording requirements. If you need assistance, Charter personnel will help you understand how to install DVD/VCR and cable television service compatible entertainment components.

**SPECIAL EQUIPMENT:** Bypass Switches/Splitters - This switch is installed on the input side of the receiver to permit signals to bypass the receiver and be routed directly to your television set, DVD or VCR. This will permit the simultaneous recording and viewing of different non-secure programs, the consecutive recording of non-secure programming on different channels, and the use of picture in picture features for non-secure channels. This switch may be part of your receiver or it may be a separate device.

**Amplification Equipment -** Charter is required by federal regulation to deliver a minimum signal to each television set. Charter's network is designed to provide the required signal for up to four home devices. For example, if five or more outlets or devices are connected to the home network, a signal amplification device may be required and may be sold to the respective customer. Charter will install the amplification device.

### PARENTAL CONTROLS

A Parental Control feature is available with a Charter issued digital receiver, if You want to keep children from watching certain programming. You can block programming on many channels based on various criteria (e.g., channel, program, and rating). The starter kit manual provided with the Cable Service includes instructions on how to implement and monitor the Parental Control features. Should You deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. You will then have to reactivate the Parental Control to again block out the desired channels. It is recommended that You occasionally verify that the Parental Control feature is activated and operational. If You do not utilize a Charter issued receiver, You can notify us to request a special filter to prevent reception of certain channels.

### SERVICE PROCEDURES

**REQUEST FOR CONNECTION/SECURITY DEPOSIT:** Request for connection may be made at the local Charter office, via the Internet at [www.charter.com](http://www.charter.com), or by mail or telephone. Customers will be advised of installation and applicable pre-payment amounts. You authorize Charter to make inquiries and to receive information about your credit experiences, including your credit report, from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes. Based on the results of a credit check, customers may be required to provide any applicable pre-payment (based on services requested) as a condition of service and applicable service restrictions may apply. Someone over eighteen (18) years of age with a government issued picture ID must be home during any installation or repair of your cable television Service. Charter requires its employees to display identification during visits to a customer's service location. Unless otherwise specified, billing begins on the date of physical installation.

**CHARTER EQUIPMENT:** Charter will repair and/or replace defective Equipment, if any, as long as such damage was not caused by misuse or other improper operations or handling by You. Charter shall have the right to presume misuse or other improper operations or handling by You in the event You request repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Charter is not responsible for the maintenance or repair of Customer-provided equipment, including but not limited to telephones, computers, modems, or any other related Customer-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Charter Equipment due to negligent use or abuse or if no fault is discovered in Charter's system or Equipment. Charter makes no warranties, with respect to Equipment or Service provided by Charter or with respect to the Equipment's compatibility with any Customer-provided equipment. You are responsible for any misuse of Charter's Equipment, the Service, or any third party services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or another Customer with access to your account. You agree to maintain the security and confidentiality of Your usernames and passwords or similar credentials that enable you to access the Cable Service. You further agree not to disclose such credentials to any third party. The Equipment, Service or third party services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person.

ALL EQUIPMENT IS PROVIDED "AS IS", AND CHARTER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE. CHARTER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

Charter's sole obligation and Your sole remedy with respect to any liability or damage caused by Your use or deployment of Charter Equipment, shall be a refund of fees paid by You for such Equipment for the previous billing month/cycle. You shall not use Charter's Equipment or the Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with Charter.

**CUSTOMER PROPERTY:** Charter assumes no responsibility and shall have no responsibility for the condition or repair of any Customer-provided equipment and/or software. You are responsible for the repair and maintenance of Customer-provided equipment and/or software. Charter is not responsible or liable for any loss or impairment of Charter's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer-provided equipment and/or software. Notwithstanding anything to the contrary, You agree to allow Charter and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, configure, maintain, inspect or upgrade Customer-provided equipment to the extent necessary to provide Service. You warrant that You are either the owner of such equipment or that You have the authority to give Charter access to it.

**CARE OF PROPERTY AND SERVICE:** You agree that neither You nor any other person (except Charter's authorized personnel) will: (A) open, tamper with, service, make any alterations to the Equipment; any, (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, etc. or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by You, Charter shall relocate the Charter Equipment for You within Your home at a time mutually agreed to by Charter and You. You may incur a charge for such relocation and should consult a current Charter schedule of rates and charges prior to requesting such relocation. If You move residences outside of Charter's service area, You shall notify Charter that this Agreement shall be terminated and all Charter equipment should be immediately returned.

**SERVICE CALLS:** If You have a technical problem that is cable system related, there will be no charge for the service call if the problem is associated with the cable plant that Charter maintains. In all other cases and where the problem is a result of unauthorized tampering with the cable or abuse of Charter's Equipment, a service call charge may be assessed.

**COMPANY CHANGES IN SERVICE AND CHARGES:** All programming content, services, equipment and rates are subject to change in accordance with applicable law. To the extent required by law, after notification of a re-tiering of Charter services or a rate increase, You may elect within 30 days to downgrade the services You are receiving at no additional charge. Otherwise, changes by You of the Services You receive may result in upgrade, downgrade, or change of service charges. Please contact Charter if You have questions.

#### BILLING PROCEDURES

**BILLING STATEMENT:** Braille or large print billing statements are available by request and can be provided within 30 days of Charter's receipt of the request. To request these statement options, contact Charter's Customer Care Billing Dept at 1-888-438-2427.

**PROCESSING FEES:** Additional fees may apply if a Charter Customer Service Representative's assistance is needed for payment.

**CORRESPONDENCE:** Do not mail written correspondence with Your bill statement. Please contact Charter Customer Service with any additional needs.

**CHARTER REFUND POLICY/30-DAY GUARANTEE:** New Customers (those who have not been Charter customers for 30 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the service. Current Customers adding a new level of subscription Service qualify to receive a refund/credit on those newly added Services only. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Pay-Per-View and other non-recurring subscription purchases are not refundable. You are limited to one refund or credit per household. Refunds/credits will be given only when request for cancellation of Service is received by Charter within 45 days of installation of Service (30 days subscribing to the Service, plus 15 day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are Your responsibility and will not be refunded or credited. Installation fees may apply for complex installation and more than one outlet. Other restrictions per any offer apply.

**PAYMENT OF CHARGES:** You will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. You will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. You shall pay all monthly charges and all applicable fees and taxes as itemized on the Charter monthly bill. Payment is due by the due date and becomes past due upon your next billing cycle. The date on which a bill becomes past due may vary on a community-to-community basis depending upon applicable law.

Subject to Charter's Refund Policy and 30-Day Guarantee for new Customers, Customer shall be responsible for the full monthly charge for those Services that are offered on a monthly subscription basis to which the Customer has subscribed, regardless of Customer's termination of such monthly Service prior to the conclusion of the respective subscription month.

You shall notify Charter of disputed items within thirty (30) days of receipt, or longer as required by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Charter Equipment (as defined below) and/or imposition of a late payment or service charge. If You have more than one account (business and/or residential) served by Charter, all Charter-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Charter may apply any funds received from You first to such delinquent account(s). Should You wish to resume a Service after any suspension, You may be subject to a reconnection fee. Should You wish to resume a Service after termination of Service, Charter may charge an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. In the event collection activities are required, an additional collection charge may be imposed.

**LATE FEE:** If your account is 30 days past due, a reminder message will be included on your monthly bill. If your past due balance remains unpaid, you may be charged an applicable late fee in addition to your past due balance at Charter's then current rate. If your account remains unpaid your Services may be disconnected. You can avoid incurring late fees by paying your monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. Charter expects that you will pay for Services on a timely basis, and Charter does not extend credit to customers.

**PAYMENT BY CHECK; NON-SUFFICIENT FUNDS:** If You make payment by check, You authorize Charter to collect such payment electronically. You may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Charter; any of which notations shall have no legal effect. If Your card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, You will be charged an insufficient fund charge (as set forth in the applicable Video Service rate card) for each instance in which such payment is refused. You hereby authorize Charter to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition, Your Service may be suspended and/or terminated. This fee is in addition to any charges Your financial institution may assess. If initially rejected, Charter or authorized agents may make additional multiple attempts to execute the payment for up to thirty (30) days following the initial refusal. You will be responsible for any payment processing fees incurred when using a third party to process Your payments to Charter.

**TERMINATION OF SERVICE BY A CUSTOMER:** You may terminate Service at a local Charter office in person, by written notice or by telephone. If You are on a term commitment and are requesting termination of the agreement prior to the end of the contractual period, Charter reserves the right to assess an early termination fee.

## THEFT OF SERVICE

Any person who unlawfully intercepts or receives communications provided over a cable system or tampers with cable equipment violates the Federal Communications Act as amended. [See 47 U.S.C. §553]. This includes the theft of audio, video, textual data, or other service, including data transmitted to or from a customer over a system that has interactive capability. Cable theft can also occur when an individual continues to receive Charter's cable signal subsequent to termination of Service. Parties found guilty of cable theft are subject to both civil and criminal penalties, which may include substantial fines and/or time in prison. These prohibitions apply to manufacturers, suppliers and users of unauthorized cable devices.

To contact Charter call 1-888-GET CHARTER (1-888-438-2427) or visit [www.charter.com](http://www.charter.com)

**TERMINATION OF SERVICE/DISCONNECTED ACCOUNT:** Charter reserves the right to terminate Your service based on Your delinquent status or any misuse of Service. Charter will make reasonable efforts (may include written notices, phone calls, text messages, e-mail, Internet messages, etc.) to contact You about a pending suspension or disconnection resulting from an unpaid balance. In the unlikely event that Your account has been disconnected for nonpayment, You may be liable for all reconnect fees, past due balance, and 1st month service in advance, and any pro-rated charges. If Your account remains unpaid, it may be forwarded to a 3rd party collection agency for collections and Your credit report may be negatively impacted. If Your service is terminated before the end of Your contractual period, Charter reserves the right to assess an early termination fee.

Upon termination, Charter may charge additional fees on any unpaid balance, and reserves any and all other rights it has under the terms and conditions of Customer's service agreement with Charter and otherwise under applicable law with respect to billing for Service and unreturned Equipment. A charge for any unreturned Equipment will be posted to Customer's account and will appear on the next available billing statement. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to Charter within ten (10) days of termination of Service, Customer shall be liable to Charter for applicable on-going rental fees and/or unreturned Equipment charges as set forth in Charter's then current schedule of charges. Further, Customer understands and agrees that Charter reserves the right to charge Customer's credit card on file at termination of Service in the amount of ongoing rental fees, any outstanding balance and/or any unreturned Equipment charges, in accordance with applicable law.

**DISRUPTION OF SERVICE:** You should notify Charter as soon as possible of any service outage you are experiencing. Charter endeavors to respond to a complete outage in a customer's Service within 24 hours of the outage being reported, except in situations beyond our control. In no event shall Charter be liable for any failure or interruption of program transmissions or Cable Service resulting in part or entirely from circumstances beyond Charter's reasonable control. Subject to requirements under applicable law, credit may be given for qualifying outages. For VT customers, Charter will provide a proportionate, monthly service charge credit, on a day-for-day basis, to each customer who notifies Charter of a service outage that continues for twenty-four consecutive hours (as measured from the time the customer reports such outage). For NY customers, Charter will provide to a customer who notifies Charter of a service outage, a credit of 1/30th of recurring monthly service charges for any service outage that continues for four or more hours during any 24-hour period (as measured from the time the customer reports such outage). To the extent required under applicable law upon Customer request, Charter shall provide Customer with the appropriate credit, for qualifying events.

## COMPLAINT PROCEDURES

Charter strives to resolve any complaints concerning its Service as expeditiously as possible. Charter maintains offices and trained maintenance staff to be promptly available to You upon request, and technical personnel will be dispatched as warranted. Should You have any unresolved complaint regarding quality of service, equipment malfunctions, or similar matters, please contact Charter Customer Service at 888-438-2427, which is available to You 24 hours a day. If a complaint remains unresolved, You may elect to write a brief explanation of the complaint and actions taken, and bring them to the attention of Charter's corporate office by mailing to Charter, Attention: Customer Complaint, 2 Digital Place, 4th floor, Simpsonville, SC 29681. During the dispute period, we will not terminate service provided you pay the undisputed portion of any outstanding or future bills.

If Your dispute remains unresolved, local governments may designate individuals, councils, boards, committees, or commissions to assist in resolving complaints and ensure compliance with all laws and regulations. Please consult the local franchise authority listed on the back of Your monthly billing statement. If You reside in one of the following states, You can contact the state agency applicable to the state You live in. For example,

- NC customers may request assistance from the Consumer Protection Division of the Attorney General's Office of the State of North Carolina at [www.ncdoj.com/cable](http://www.ncdoj.com/cable).
- VT customers may request assistance from the Vermont Department of Public Service Consumer Hotline by calling 1-800-622-4496 or writing 112 State Street, Montpelier, VT 05620-2601. Assistance is available Monday through Friday, except state holidays, between the hours of 7:45 a.m. and 4:30 p.m. TTY/TDD number is 1-800-734-8390.
- MI customers may request assistance from the Michigan Public Service Commission at 1-800-292-9555 or [www.michigan.gov/mpsc](http://www.michigan.gov/mpsc).
- CT customers may request additional assistance from the CT Public Utility Regulatory Authority (PURA), 10 Franklin Square, New Britain, CT 06051, or call their office at 1-800-782-3782.



Street Address Apt./Unit Zip Code GO

## Terms of Service/Policies

The links below provide you access to Charter's current policies & agreements.

[Residential Services Terms and Conditions](#)

[General Terms and Conditions for Charter Residential Services](#)

In addition to these Residential General Terms and Conditions of Service ("General Terms"), You ("Subscriber") agree to be bound by the terms of service applicable to the residential Charter service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Charter Subscriber Privacy Notice which may each be found at [www.charter.com](http://www.charter.com), under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control.

If Charter provides Charter Voice™ service (also, "Phone Service") in Subscriber's area, it will be provided through the Charter Phone affiliate servicing Subscriber's area. For purposes of this Agreement, "affiliate" means any subsidiary of Charter Communications, Inc.

Subscriber's signature on the work order presented upon installation of Services and/or Subscriber's use of Services are evidence of Subscriber's agreement to the Terms of Service. Charter may change its prices, fees, the Services, and/or the Terms of Service. Subscriber's continued use of the Services after notice of the change, shall be considered Subscriber's acknowledgement and acceptance of the changes. The current version of the Terms of Service may be found at "www.charter.com" under "Terms of Service/Policies." Subscriber may not modify the General Terms below, the Service-specific Terms of Service, or the Charter Subscriber Privacy Notice by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document.

These General Terms and the Terms of Service do not apply to services sold under the Charter Business brand.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 24, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

1. **Payment of Charges:** Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber shall pay all monthly charges and all applicable fees and taxes as listed on the Charter monthly bill.

Subscriber shall notify Charter of disputed items within thirty (30) days of receipt, or longer as required by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Charter Equipment (as defined below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (business and/or residential) served by Charter, all Charter-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Charter may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume a Service after any suspension, Subscriber may be subject to a reconnection fee. Should Subscriber wish to resume a Service after termination of Service, Charter may charge an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. In the event collection activities are required, an additional collection charge may be imposed.

Subscriber's first bill may include prorated charges for Service received. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Charter will apply that payment to any outstanding charges in the amounts and proportions that it determines.

2. **Payment by Check; Non-Sufficient Funds/Returned Items, Third Party Processing.** If Subscriber makes payment by check, Subscriber authorizes Charter to collect such payment electronically. Subscriber may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Charter, any of which notations shall have no legal effect. If Subscriber's card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, Subscriber will be charged an insufficient fund charge (as set forth in the applicable Video Service rate card or Voice Service Price Guide for Subscriber's area) for each instance in which such payment is refused. Subscriber hereby authorizes Charter to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated. This fee is in addition to any charges Subscriber's financial institution may assess. If initially rejected, Charter may make additional multiple attempts to execute the payment for up to thirty (30) days following the initial refusal.

Customer shall be responsible for any payment processing fees incurred when using a third party to process Customer's payments to Charter.

3. **Charter Refund Policy/30-Day Guarantee.** New Subscribers (those who have not been Charter customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or

upgraded monthly recurring subscription Services. Pay-Per-View and other non-recurring subscription purchases are not refundable in addition to any installation fees that may apply. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by Charter within 45 days of installation of Service (30 days subscribing to the Service, plus 15 day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.

4. Charter Property: All Charter-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Charter ("Equipment") remains the property of Charter. None of the Equipment shall become a fixture. Charter Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without Charter authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Charter's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

5. Disruption of Service: All Charter Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Charter be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Charter's reasonable control. Subject to applicable law, Charter may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Charter Services.

6. Charter Equipment: Charter will repair and/or replace defective Equipment, if any, as long as such damage was not caused by misuse or other improper operations or handling by Subscriber. Charter shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Charter is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to telephones, computers, modems, televisions, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Charter Equipment due to negligent use or abuse or if no fault is discovered in Charter's system or Equipment. Charter makes no warranties, with respect to Equipment or Service provided by Charter or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT IS PROVIDED "AS IS", AND CHARTER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

CHARTER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

Charter's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Charter Equipment, shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

7. Subscriber Property: Charter assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Charter is not responsible or liable for any loss or impairment of Charter's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.

Notwithstanding anything to the contrary, Subscriber agrees to allow Charter and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, configure, maintain, inspect or upgrade Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Charter access to it.

8. Taxes/Fees: Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same (including franchise fees).

With respect to applicable government imposed fees and taxes, including franchise fees, Charter will review on a quarterly and annual basis the amount it collects in franchise fees and taxes and start refunding to current subscribers franchise fees and taxes it may have collected in excess of sums due to governmental authorities within 15 months of the end of each calendar year. In some cases, Subscriber may be billed for franchise fees that relate to time periods before Subscriber began receiving service. Charter will not bill Subscriber for these past franchise fees more than 4 years after the year they are incurred by Charter. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.

9. Care of Charter Property and Service: Subscriber agrees that neither Subscriber nor any other person (except Charter's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Charter shall relocate the Charter Equipment for Subscriber within Subscriber's home at a time mutually agreed to by Charter and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Charter schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Charter's service area, Subscriber shall notify Charter that this Agreement shall be terminated and the provisions of Section 13 shall apply to such termination.

10. Access to Subscriber Premises: Subscriber authorizes Charter and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. Charter's failure to remove its Equipment shall not be deemed an abandonment thereof. If the installation and maintenance of Service are requested at Premises that, in Charter's sole discretion, are or may become hazardous or dangerous to our employees, the public or



property, Charter may refuse to install and maintain such Service.

11. Recording of Communications: Customer acknowledges and agrees that all communications between Customer and Charter may be recorded or monitored by Charter for quality assurance or other purposes.

12. Assignment or Transfer: This Agreement and the Services and/or Equipment supplied by Charter are not assignable or otherwise transferable by Subscriber, without specific written authorization from Charter.

13. Termination and Expiration:

a. Termination by Subscriber: Unless otherwise terminated, this Agreement shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring service, Subscribers must call 888-438-2427, or provide a hardcopy written notice of termination to Charter delivered to 2 Digital Place, Floor 4, Simpsonville, SC 29681.

b. Termination for Bankruptcy: Charter shall have the right to terminate this Agreement immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.

c. Termination for Breach: In the event of any breach of this Agreement by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Charter, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Charter Service, this Agreement may, at Charter's option, be terminated and Charter's Equipment removed. Failure of Charter to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Charter in the event that Charter shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under this Agreement. Charter may terminate this Agreement or Charter may reject an application or block access to or use of any component of any Charter Service for any reason including, but not limited to, if:

- i. Subscriber violated this Agreement as to this or another Charter account;
- ii. the information required in the application process is or becomes incorrect, absent or incomplete;
- iii. Subscriber threatened or harassed any Charter employee, agent, contractor or representative;
- iv. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate Charter;
- v. there is a violation of the Terms of Service or other agreements (such as Term Agreements) with respect to any Charter Service, as determined in the sole discretion of Charter; or
- vi. the amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Charter.

Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Charter shall have no liability to Subscriber.

d. Obligations Upon Termination: The Subscriber agrees that upon termination of this Agreement:

- i. Subject to 13.a, Subscriber will pay Charter in full for Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of this Agreement, the date on which the Charter Service has been disconnected, or the date on which the Equipment is returned to Charter. The Subscriber agrees to pay Charter on a pro-rated basis for any use by the Subscriber of any Charter Service for a part of a month;
- ii. Subscriber will promptly return all Equipment to Charter. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of this Agreement in addition to Equipment charges contemplated in Section 13 d, Subscriber shall be liable to Charter in accordance with Charter's then current schedule of charges for non-returned Equipment.

e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Charter Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

14. Security Deposit: Any security deposit required of Subscriber for the Equipment or Charter's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Charter's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Charter Equipment undamaged.

15. Advance Payment: Subscribers who are unable or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an advance payment. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes, fees and surcharges. The advance payment will appear as a credit and be applied to the first monthly bill. Charter reserves the right to refuse service if the Subscriber fails to fulfill standard credit requirements. After service has been established, the Subscriber will be responsible for the payment of all applicable charges, including taxes, fees and surcharges to avoid discontinuance of service.

16. Content and Services: All services are subject to change in accordance with applicable law.

17. Rates: All rates are subject to change in accordance with applicable law.

18. Late Fee: If Subscriber's account is 30 days past due, a reminder message will be included on Subscriber's monthly bill. If Subscriber's past due balance remains unpaid, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Charter's then current rate. If Subscriber's account remains unpaid Subscriber's Services may be disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. Charter expects that Subscriber will pay for Services on a timely basis, and Charter does not extend credit to customers.

19. Disclaimer: Charter assumes no liability for any program, services, content or information distributed on or through the

Services and Charter expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Charter shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

20. Right to Make Credit Inquiries: Subscriber authorizes Charter to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.

21. Charter's Reservation of Rights: Charter reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, Charter will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Charter will provide any prior notice of suspension or termination that is required by law.

22. LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF CHARTER AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES).

UNDER NO CIRCUMSTANCES SHALL CHARTER BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS OR SUBCONTRACTORS OF CHARTER, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. CHARTER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY CHARTER OF ANY OBLIGATION CHARTER MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY CHARTER. IN NO EVENT SHALL CHARTER'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

23. Privacy Policy. Charter will provide Subscriber with a copy of its customer privacy policy at the time Charter provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can view the most current version of our privacy notice by going to "www.charter.com, and then "Your Privacy Rights." Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that Charter is expressly required to do so by applicable law, Charter will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Charter may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Charter's privacy policy. In order to protect the privacy of Subscriber's account information, Charter may require that Subscriber use a security code or other method, in addition to the user name and password, to confirm Subscriber's identity when requesting or otherwise accessing account information or making changes to Subscriber's Service through Charter's customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to Charter's policies.

24. ARBITRATION. The following provisions are important with respect to the Agreement between Subscriber and Charter regarding Charter's Services.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

Subject to the "Exclusions" paragraph below, Charter and Subscriber agrees to arbitrate disputes and claims arising out of or relating to this Agreement, the Services or marketing of the Services Subscriber has received from Charter. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THIS AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Charter should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or Charter may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Agreement.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "www.adr.org," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

CHARTER SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000. SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF CHARTER UNDER APPLICABLE LAW.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the

appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND CHARTER ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless Charter and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of Subscriber's billing address.

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The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of this Agreement.

SUBSCRIBER AND CHARTER AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Furthermore, unless both Subscriber and Charter agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

Right to Opt Out. If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Charter in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Charter must include Subscriber's name, address, and Charter account number as well as a clear statement that Subscriber does not wish to resolve disputes with Charter through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Charter or the delivery of Services to Subscriber by Charter.

Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. SUBSCRIBER AND CHARTER AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- (1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY CHARTER ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

For New York Video Customers, Subscriber may elect to resolve a Dispute through the New York Public Service Commission in accordance with NYCRR 16S890.709(a) and NYCRR 16S709(c).

The foregoing arbitration provisions shall survive the termination of this Agreement.

25. Entire Agreement: These Terms and Conditions (including the Terms of Service) constitutes the entire agreement between the Subscriber and Charter. No undertaking, representation or warranty made by an agent or representative of Charter in connection with the sale, installation, maintenance or removal of Charter's Services or Equipment shall be binding on Charter except as expressly included herein. Subscriber agrees that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Charter fails to insist upon or enforce strict performance of any provision of this Agreement, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

[Residential Internet Service Agreement](#)

[Internet Acceptable Use Policy](#)

[Charter Residential Voice Service Agreement](#)

[Charter Residential Cable Service Agreement](#)

[Residential Voice Service Price Guide](#)

[Residential Customer Guarantees](#)

[Commercial Service Terms and Conditions](#)

[Website Use Terms and Conditions](#)

[Purchase Order Terms and Conditions for Goods and/or Services](#)

[Charter Competitive Telephone Tariffs \(includes Customer Terms and Conditions\)](#)

[Procedure for Submitting a Notice of Claimed Copyright Infringement](#)





Street Address Apt/Unit Zip Code GO

## Terms of Service/Policies

The links below provide you access to Charter's current policies & agreements.

### [Residential Services Terms and Conditions](#)

[General Terms and Conditions for Charter Residential Services](#)

[Residential Internet Service Agreement](#)

[Internet Acceptable Use Policy](#)

[Charter Residential Voice Service Agreement](#)

[Charter Residential Cable Service Agreement](#)

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF CHARTER CABLE SERVICE INCLUDE A BINDING ARBITRATION PROVISION SET FORTH IN THE GENERAL TERMS AND CONDITIONS OF SERVICE, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Charter Communications Operating, LLC on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Charter") will provide its Cable TV service (the "Cable Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the General Terms and Conditions for Service and the Charter Communications Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service").

Subscriber's use of the Cable Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of Charter's Cable Service and notify Charter Customer Service 888-438-2427 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This is a legal binding document (the "Agreement").

Charter regularly updates and amends these Terms of Service. Subscriber should consult Charter's website [www.charter.com](http://www.charter.com) to be sure Subscriber remains in compliance.

1. Monthly Subscription Services. Subject to and without abrogating Section 3 - "Charter Refund Policy/30-Day Guarantee" of the General Terms and Conditions for Services, Subscriber shall be responsible for the full monthly charge for those Cable Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Cable Service prior to the conclusion of the respective subscription month.

2. Third Party Services. In addition to providing video programming and video-related services, and interactive television services, Charter's digital receiver may provide e-commerce and other services, as well as access to certain proprietary products of Charter. Through such other functions Subscriber may be able to subscribe to or access other services and transact other forms of electronic commerce such as purchasing third party products and services. Subscriber acknowledges that Subscriber may incur charges while using these services or while engaging in other forms of "e-commerce" (i.e. charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings using these functions). All such charges, including applicable taxes shall be paid by Subscriber and are not the responsibility of Charter.

3. Disruption of Cable Service. In no event shall Charter be liable for any failure or interruption of program transmissions or Cable Service resulting in part or entirely from circumstances beyond Charter's reasonable control (including without limitation, any interruption or degradation of Cable Service arising from Subscriber's interference, modification or tampering with the Cable Service of digital receiver connection). Subject to requirements under applicable law, credit may be given for qualifying outages.

4. Copying and Reproduction of Programs. Subscriber agrees that Subscriber shall use the programs, Cable Service, and other services provided by Charter solely for Subscriber's personal, non-commercial use and will not copy such programs, Cable Service, or other services except in compliance with applicable law.

#### 5. Additional Charter Rights:

a. Charter has no obligation to monitor content or services accessible by means of Charter's cable system or the digital receiver; however, Subscriber acknowledges and agrees that Charter has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect itself or its Subscribers.

b. Charter shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of Charter's systems, Equipment, or Cable Service.

6. Term. Charter Cable Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Charter for breach (including nonpayment) of this Agreement or otherwise terminated by Charter in accordance with the General Terms and Conditions for Services.

7. Additional Features, Functionality and Tools. Any additional service features, functionality and tools that Charter offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Charter.

#### 8. Programming:

a. Notwithstanding anything to the contrary herein, the Cable Service, including but not limited to all programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other services are subject to change in accordance with applicable law. Subscriber acknowledges and agrees that it has no right to receive, and Charter has no obligation to provide, any particular programming service or channel as part of the Cable Service and that Subscriber is not entering into this agreement or purchasing the Cable Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of the Cable Service.

b. Notwithstanding anything to the contrary herein, for the avoidance of doubt, and without limiting or abrogating any other rights Charter may have under the General Terms and Conditions for Service, in the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Charter and a third party programmer, Charter shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Subscriber's sole recourse in such an event shall be termination of the Cable Service in accordance with the General Terms and Conditions for Service. The provisions of this paragraph shall not apply to programming to which a Subscriber subscribes on an a la carte basis (i.e. channels that are not part of a package or tier); provided, however, in that event Charter may provide to Customer a pro rata credit of amounts pre-paid for the specific programming to which Subscriber subscribes on an a la carte basis.

9. Disclaimer: Charter assumes no liability for any program, services or information distributed over the cable system and/or Charter's digital receiver unless locally produced by Charter. Charter shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the cable system or Charter's digital receiver, unless such products, merchandise or prizes are provided directly by Charter.

10. Parental Control: A Parental Control feature is available to prevent children from watching certain programming. Subscriber may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. The starter kit manual provided with the Cable Service includes instructions on how to implement and monitor the Parental Control features. Should Subscriber deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. Subscriber will then have to reactivate the Parental Control to again block out the desired channels. It is recommended that Subscriber occasionally verify that the Parental Control feature is activated and operational.

11. Prohibited Uses and Activities: The Subscriber shall not use Charter's Equipment, or the Cable Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with Charter, including but not limited to:

a. invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;

b. redistributing or retransmitting the Cable Service, or any portion thereof, or transmitting or distributing the Cable Service, or any portion thereof, to persons outside the service location on Subscriber's account;

c. modifying, disrupting, unauthorized relocation of or tampering with Charter's Equipment, including but not limited to, tampering with the seal on the digital receiver, the access card or any of Charter's services;

d. connecting or attaching equipment to the Cable Service with the intended purpose to distribute the Cable Service in an unauthorized manner;

e. restricting, inhibiting or otherwise interfering with the ability of any other Charter subscriber to use or enjoy any Charter service, the Cable Service, or the Internet.

f. reselling the Charter Service or services;

g. conducting a pyramid or other illegal soliciting scheme;

h. impersonating any person or entity or forging anyone else's digital or manual signature, or

i. harassing, threatening, or otherwise verbally abusing Charter employees or its agents.

Engaging in one or more of these activities may result in termination of this Agreement. This Section 11 shall not in any way limit Charter rights of termination pursuant to any other provision of this Agreement or the General Terms and Conditions for Service.

12. License Requirements: Subscriber agrees to comply with all end user license requirements relative to any of the services which Subscriber accesses pursuant to the terms of this Agreement. Subscriber may not decompile, reverse engineer, disassemble, modify, create derivative works of, or in any way derive any source code from the Cable Service, or any portion thereof including Charter software or third party software made available through or in connection with the Cable Service. Subscriber agrees not to remove, alter, or obscure any product identification, proprietary, copyright, or other intellectual property notices contained or embedded within or on the Cable Service.

13. Limitation of Liability: Any information sent by the Subscriber utilizing the functions of Charter Equipment is sent at the Subscriber's sole risk, and Charter shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Subscriber. Without limitation of the foregoing, Subscriber acknowledges and agrees that Charter shall not be liable for any use of Subscriber's information provided to third parties in connection with Subscriber's use of the Cable Services or other third party services or functions available through the Cable Service. Charter shall not be liable or responsible for any errors, losses, or interruptions in connection with Subscriber's use of the Cable Service, and any features or functionalities thereof, including but not limited to intermittent service, erroneous deletions, failed or misdirected recordings, and inability to schedule recordings.

14. Security:

a. Subscriber is responsible for any misuse of Charter's Equipment, the Cable Service, or any third party services to which

Subscriber has subscribed, even if the inappropriate activity was committed by a friend, family member, guest, employee or Subscriber with access to Subscriber's account. Therefore, Subscriber must take steps to ensure that others do not gain unauthorized access to Charter's Equipment, Cable Service or third party services. For example, Subscriber must secure any wireless home network used in connection with the Cable Service by requiring passwords or similar means of restricting access to such network.

b Subscriber agrees to maintain the security and confidentiality of Subscriber's usernames and passwords or similar credentials that enable Subscriber to access the Cable Service. Subscriber further agrees not to disclose such credentials to any third party. Without limitation of the foregoing, Subscriber agrees that Subscriber shall not disclose such credentials to third parties to enable them to access the Cable Service or programming that may be made available to Subscriber outside the home.

c The Equipment, Cable Service or third party services may not be used to breach the security of another Charter subscriber or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.

15. Closed Captioning: Information regarding closed captioning issues is available online at Closed Caption Information.

16. Choice of Law: This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of New York.

17. Privacy Statement: Charter Privacy Policy provides a detailed outline of Charter's privacy policies and how they affect Subscriber's use of Charter's Equipment and Cable Service.

18. Entire Agreement: This Agreement as supplemented by the General Terms and Conditions for Service, constitute the entire agreement between the Subscriber and Charter for the Cable Service. No undertaking, representation or warranty made by any agent or representative of Charter in connection with the sale, installation, maintenance or removal of the Cable Service or Charter Equipment shall be binding on Charter except as expressly included herein.

19. Amendment: Charter may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Charter may notify Subscriber of any such changes to this Agreement by posting notice of such changes on Charter's website at [www.charter.com](http://www.charter.com), under "Terms of Service/Policies," using the features of the Charter digital receiver, or sending notice via bill statement, text, e-mail, postal mail, or other reasonable means. The Subscriber's continued use of the Cable Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using Charter Equipment and the Cable Service and notify Charter that Subscriber is terminating this Agreement in accordance with the General Terms and Conditions for Service.

By clicking on "I agree" below, I am confirming my understanding of Charter's residential terms and conditions.

[Residential Voice Service Price Guide](#)

[Residential Customer Guarantees](#)

[Commercial Service Terms and Conditions](#)

[Website Use Terms and Conditions](#)

[Purchase Order Terms and Conditions for Goods and/or Services](#)

[Charter Competitive Telephone Tariffs \(includes Customer Terms and Conditions\)](#)

[Procedure for Submitting a Notice of Claimed Copyright Infringement](#)

[Residential Price Guarantee Terms and Conditions](#)

[State-Specific Complaint Procedures](#)

[Network Management Practices](#)

[Annual Notices](#)

[Rate Card Information](#)

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[DOCSIS Modem Policy](#)



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#### Products

[Charter Spectrum TV](#)

[Charter Spectrum Internet](#)

[Charter Spectrum Voice](#)

#### Spectrum TV

[HD & DVR](#)

[ON Demand](#)

[Spectrum TV App](#)

[Genres](#)

[Premium Channels](#)

[Channel Lineup](#)

[Why Charter?](#)

#### Spectrum Internet

[Fastest Internet](#)

[Test Your Speed](#)

[Total Home Wifi](#)

[Security Suite](#)

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#### Spectrum Voice

[Voice Features](#)

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Spectrum  
BUSINESS

NEW Faster Internet  
starting at \$39.99/mo!

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Our Best Offers

Packages Cable TV Internet Voice Support Business

Street Address

Apt/Unit

Zip Code

GO

Terms of Service/Policies

## New Charter Customer Guarantee Effective October 1, 2014

**Our promise to you:** Charter is committed to providing the best customer experience, and we stand behind our products and services. If you ever have questions or concerns with the products and services you receive from Charter, please contact us for resolution.

### 30-Day Money-Back Guarantee

We believe in our people, our products and providing our customers with exceptional service. We're confident you will be completely satisfied with your Charter experience. If for any reason you are not satisfied with a Charter service within the first 30 days, we'll give you your money back.

### Service Experience Guarantee

We want you to enjoy doing business with us and we'll deliver on our commitments to you. We'll reach your residence during your scheduled arrival window, or you qualify for a \$20 credit.

**Product Promise** We are committed to providing cutting-edge technology and on-going enhancements, including increased Internet speeds and more HD and On Demand choices. We'll provide functionality and improvements you may not have even imagined yet. At Charter, we never stop working to bring you additional value in your services.

[Restrictions apply for all Guarantees above. View complete details.](#)

If you ever have questions or concerns with the products and services you receive from Charter, please contact us at 1-888-GET-CHARTER or [click to chat](#).



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### Charter Spectrum Bundles

Charter Spectrum Triple Play Select  
Charter Spectrum Triple Play Silver  
Charter Spectrum Triple Play Gold

### Products

Charter Spectrum TV  
Charter Spectrum Internet  
Charter Spectrum Voice

### Spectrum TV

HD & DVR  
ON Demand  
Spectrum TV App  
Games  
Premium Channels  
Channel Lineup  
Why Charter?

### Spectrum Internet

Fastest Internet  
Test Your Speed  
Total Home WiFi  
Security Suite®  
Why Charter?

### Spectrum Voice

Voice Features  
International Calling  
Family Safety Features  
Get Charter Spectrum Voice

### Charter Info

Careers  
Product Disclaimers  
Contract Buyout Information  
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Site Map

### Charter Sites

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Spectrum Business  
Charter.net  
Charter Media  
Charter MDU  
Charter our Community

**NEW Faster Internet**  
 starting at \$39.99/mo!

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Our Best Offers

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[Support](#)
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Street Address

Apt/Unit

Zip Code

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[Terms of Service/Policies](#)

## New Charter Customer Guarantee Effective October 1, 2014

### Eligibility and Other Important Details; Entire Agreement:

Residential customers only; all services not available in all areas; and customer must be in good standing and have no outstanding obligation to Charter.

### 30-Day Money-Back Guarantee

Customer must not have subscribed to applicable service\* within the previous 30 days. Request for up to 30 day prorated credit must occur within 45 days from installation or change of service date, limit of one credit per service within any single 90-day period.

Money back comes in the form of a credit first. Customers who continue to have other services with Charter will receive credit for service on customer's next available bill statement. Customers who cancel all services will receive a credit to be applied against outstanding financial obligations, if any, and may receive a refund for any remaining amount. Price Guarantee customers who cancel their package within 30 days will not be required to pay termination fees otherwise applicable.

Credits are available for the following: monthly recurring service and wire maintenance charges; standard installation costs (including professional installation, up to two TV outlets, one Internet outlet and/or one Phone outlet) and/or equipment charges (refund/credit is subject to timely equipment return in accordance with [Charter's Terms of Service/Policies](#) for the applicable service)

Credits are not available for the following: taxes (local and state); other fees and surcharges; non-standard installation (including complex, underground, custom work, special construction and/or additional outlets); Charter Security Suite (when purchased separately); transactional TV purchases (including Pay-Per View and/or On Demand) and/or transactional Phone purchases (including per-minute domestic and/or international long distance directory assistance, and/or operator assistance charges)

\*Eligible Services: TV, Internet, Phone, and/or Service upgrade.

### Service Experience Guarantee

In preparation for on site visit, please make sure that an adult 18 years or older is present, pets are restrained, and necessary work areas are accessible, safe and free from extenuating and/or unsafe circumstances that prevent work from being completed, limit of one credit per scheduled appointment.

Customers are eligible to receive a \$20 credit (which will be offered by e-mail) if the following occurs: the technician arrives before the scheduled arrival window and does not return within that window; the technician arrives after the arrival window; or the technician does not show up for appointment.

Customers in IL who experience a missed arrival window/on-site time arrival will receive an automatic \$25 credit on customer's next available bill statement.

[return to Charter Customer Guarantee overview](#)

If you ever have questions or concerns with the products and services you receive from Charter, please contact us at 1-888-GET-CHARTER or [click to chat](#)



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### Charter Spectrum Bundles

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### Products

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[Charter Spectrum Internet](#)  
[Charter Spectrum Voice](#)

### Spectrum TV

[HD & DVR](#)  
[On Demand](#)  
[Spectrum TV App](#)  
[Games](#)  
[Premium Channels](#)  
[Channel Lineup](#)  
[Why Charter?](#)

### Spectrum Internet

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[Test Your Speed](#)  
[Total Home Wi-Fi](#)  
[Security Suite](#)  
[Why Charter?](#)

### Spectrum Voice

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[Family Safety Features](#)  
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**IR 22 - Exhibit 1**  
**MSO Credit Ratings**

	Potential / Expected								
	Charter	New Charter <sup>(1)</sup>	Comcast	TWC	Cox	Cablevision	Mediacom <sup>(2)</sup>	Suddenlink <sup>(3)</sup>	CableOne
Moody's Corporate Family Rating	Ba3	Ba2	A3	Baa2	Baa2	Ba2	Ba3	B1	Ba3
S&P Issuer Credit Rating	BB-	BB+	A-	BBB	BBB	BB-	BB-	B+	BB
Fitch	BB-	BB+	A-	BBB	BBB+	BB-	N/A	N/A	N/A

(1) Potential upgrades reflect press releases from Moody's and S&P on May 26, 2015, and from Fitch on July 9, 2015.

(2) Corporate family rating for Mediacom Communications Corp., the parent company of Mediacom Broadband LLC and Mediacom LLC.

(3) Corporate family rating for Cequel Communications Holdings I, LLC, the parent company of Cequel Communications, LLC, dba Suddenlink Communications.

# **IR 23 - Exhibit 1**

## **MSO Debt-to-Equity Ratios**



	Charter	New Charter	Comcast	TWC	Cablevision	CableOne
<b>Total Debt (\$ In millions)<sup>(1)</sup></b>	<b>\$14,013</b>	<b>\$60,859</b>	<b>\$48,523</b>	<b>\$23,046</b>	<b>\$9,606</b>	<b>\$550</b>
Shares Outstanding (in millions) <sup>(2)</sup>	112.0	342.4	2,492.4	283.0	276.5	5.8
Per Share Closing Price on 8/17/2015	\$186.98	\$186.98	\$60.41	\$190.31	\$25.96	\$440.00
<b>Equity Value (\$ In millions)</b>	<b>\$20,946</b>	<b>\$64,021</b>	<b>\$150,568</b>	<b>\$53,853</b>	<b>\$7,177</b>	<b>\$2,572</b>
Debt / Equity Ratio	66.9%	95.1%	32.2%	42.8%	133.8%	21.4%

(1) Debt includes capital lease obligations and is as of June 30, 2015 per latest 10-Q filings

(2) Shares outstanding per the cover of the latest 10-Q filings for each company