

VYVE BROADBAND AUTO PAY POLICY

The terms and conditions of this Auto Pay Policy are in addition to any restrictions or conditions contained in Vyve Broadband's Residential Services Subscriber Agreement ("Subscriber Agreement"), other terms and conditions of the policies governing the use of our services. The most current versions of our policies can be found on the Vyve Broadband website at <http://vyvebroadband.com/company/policies>. Please read carefully the terms and conditions of this Auto Pay Policy. By enrolling in Auto Pay, you are agreeing to the following terms and conditions. If you do not wish to be bound by these terms and conditions, you should not use our Auto Pay service. Vyve Broadband may modify this Auto Pay Policy at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified Auto Pay Policy at <http://vyvebroadband.com/company/policies>. Actual or attempted unauthorized use of the Vyve Broadband Auto Pay service may result in criminal and/or civil prosecution. For your protection, Vyve Broadband reserves the right to view, monitor, and record Auto Pay activity without notice or permission from you.

Representations of Customer

By enrolling in Auto Pay, you represent, warrant and certify that (i) you are 18 years of age or older; (ii) you are a Vyve Broadband account holder; (iii) you are the authorized user of the debit or credit card/bank account provided on the enrollment form; (iv) any information you provide in the Auto Pay enrollment process and whenever using the Vyve Broadband Auto Pay service is valid, accurate and complete; and (v) your registration in or use of the Vyve Broadband Auto Pay service will not violate any laws or regulations.

Automatic Payments from Your Payment Account

By enrolling in Auto Pay, you have provided Vyve Broadband with your account information for your bank account or debit/credit card and are authorizing Vyve Broadband to automatically debit or charge such account or card for the total amount due on your Vyve Broadband monthly invoice each month, in accordance with the terms and conditions of this Auto Pay Policy. Automatic debits or charges will commence no later than your next billing statement after enrollment in Auto Pay is complete. Each automatic debit or charge is initiated by Vyve Broadband on the due date specified on your billing statement. If the due date falls on a weekend or bank holiday, you understand that because these are electronic transactions, the funds may be debited or charged on the next applicable banking day. If this happens, your payment will not be deemed late. You will be charged the full amount due for each billing period as set forth on your monthly paper or electronic invoice and you are responsible for the entire amount due, including any and all bank, access or other fees that your bank, financial institution or credit card company may assess on us, as well as any additional fees that may be assessed for a failed or returned payment, as described below. Your bank or credit card company may also assess an insufficient funds or over-limit fee on you.

You acknowledge and agree that: (i) the amount of each monthly payment Vyve Broadband will debit from your bank account or charge your credit card may vary; and (ii) each monthly invoice distributed to you, either by paper bill or email, will serve as notice of the amount that Vyve Broadband will debit from your bank account or charge your credit card and the date on or around which that amount will be debited or charged, as applicable. Except where prohibited by applicable law, you acknowledge and agree that you will not dispute the scheduled Auto Pay transactions with your bank, financial institution or credit card company, so long as the transactions correspond to the terms indicated on this Auto Pay Policy and your authorization form.

Failed or Returned Transactions

In using Vyve Broadband's Auto Pay service, you are requesting Vyve Broadband to make payments for you from your banking account or credit card. If we are unable to complete the transaction for any reason associated with your checking or credit/debit card account (for example, there are insufficient funds in your checking or debit account to cover the transaction or your credit limit would be exceeded), the transaction will not be completed. In some instances, you may receive a return notice from us and/or your bank or credit card company.

In the event of a failed or returned transaction, you agree that: (i) you will reimburse Vyve Broadband immediately upon demand the amount that has been returned to Vyve Broadband or remains unpaid; (ii) you will reimburse Vyve Broadband for any fees imposed by your financial institution or credit card company as a result of the failure or return; and (iii) you will reimburse Vyve Broadband for any fees and expense it incurs in attempting to collect the amount of the returned payment from you, including collection agency fees and attorneys' fees. You acknowledge and agree that if your payment is rejected, refused, returned, disputed or reversed by your financial institution or card issuer for any reason, then Vyve Broadband has the right to charge you a return/charge-back fee in the amount of \$35 (which Vyve may change from time to time without notice to you). In addition, for each month in which your charges are not paid by the due date on your invoice, we may charge you a late fee on the unpaid balance. Vyve Broadband does not anticipate that you will fail to pay your bill on a timely basis, and we do not extend credit to customers. A late fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Except where late fees are set pursuant to applicable law, these fees are based on the aggregate costs of our collection activities and may change over time and may vary by location to comply with applicable federal, state or local laws, rules or regulations. The current late fees applicable to your service area are set forth on your billing statement.

Address or Banking Changes

You agree to promptly notify Vyve Broadband of any changes to your credit or debit card or bank account and/or contact information at least 10 days prior to the next scheduled payment so that we may update your Auto Pay authorization and continue to charge you for your requested services, otherwise you may not be able to receive our services. It is your sole responsibility to ensure that the account and contact information (including name, address, phone number and email address) you provide us is current and accurate. Vyve Broadband is not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information. Additionally, you agree to permit Vyve Broadband to use any updated account information regarding your credit or debit card or bank account provided by your bank, credit card company or the applicable payment network.

Disclaimer of Warranties & Limitations of Liability

The Vyve Broadband Auto Pay service is provided to you "as is" and "as available" without warranty of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

By enrolling in Auto Pay, you release Vyve Broadband from any claims relating to the Auto Pay service and agree that the Auto Pay service will continue until you, your financial institution or Vyve Broadband terminates it. Vyve Broadband is not liable for damages arising out of or in connection with any act or omission by you or another person or entity or any cause of action resulting from your use of Auto Pay. Under no circumstances is Vyve Broadband liable for any incidental, consequential, indirect, punitive or special damages of any nature whatsoever arising out of or in connection with providing or failing to provide Auto Pay services, whether in contract, tort, strict liability or otherwise. In addition, Vyve Broadband will incur no liability if the Auto Pay service is unable to complete any payments because of the existence of one or more

of the following circumstances: (i) your bank account or debit/credit card does not contain sufficient funds to complete the transaction; (ii) the account from which payment is to be made is closed, frozen or otherwise unavailable; (iii) any part of the Auto Pay service or processing system is not working properly; and/or (iv) you have not provided Vyve Broadband with the correct account information. Vyve Broadband will not be responsible for any breach of security or loss resulting from the actions of any third parties or other causes or circumstances beyond our direct control, including, but not limited to, failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, natural disasters, Acts of God, strikes or labor problems, wars and governmental restrictions.

Auto Pay Termination, Cancellation or Suspension

If you want to remove Auto Pay from your account, please call 1-855-FOR-VYVE. Just give us at least 10 business days before your next scheduled payment for the termination to take effect. Vyve Broadband may terminate or suspend the Auto Pay service at any time and for any reason whatsoever by providing you written notice (which includes notice by email, facsimile or any other form of written notice) stating the termination or suspension date, provided that any automatic payment already processed prior to the termination or suspension date will be completed by Vyve Broadband. You are responsible for making alternate payment arrangements for payments due after any termination, cancellation or suspension of the Auto Pay service by either you or Vyve Broadband. No termination, cancellation or suspension shall affect your liability or obligations under this Auto Pay Policy.

Privacy and Confidentiality

Use of the Vyve Broadband Auto Pay service is solely at your own risk and is subject to all applicable laws and regulations. Although Vyve Broadband has endeavored to make our Auto Pay service secure and reliable, the confidentiality of communications made by electronic funds transfer cannot be guaranteed. Vyve Broadband is not responsible for the security of any information transmitted by the Auto Pay service via electronic funds transfer. Consistent with the terms of our Customer Privacy Notice, the most current version of which can be found on our website at <http://vyvebroadband.com/company/policies>, Vyve Broadband will store and protect this information in the same manner we store and protect other personally identifying customer information.