

## **Vyve Broadband 2025 Annual Customer Notification**

Thank you for choosing us as your high-speed internet, phone and/or video service provider. This notice contains important information concerning your service, which is provided by Vyve Broadband A, LLC, Vyve Broadband J, LLC, Northland Cable Television, Inc., Northland Cable Properties, Inc., Northland Cable Ventures, LLC, Eagle Broadband Investments, LLC and/or any of their subsidiaries (referred to herein as “Vyve Broadband” or “Vyve”). We provide this notice as a service to our customers and in accordance with applicable federal law and Federal Communications Commission (“FCC”) regulations. It is important to us that you are informed about the service we provide, our products, our policies and procedures and your rights as a customer. We appreciate your business and look forward to continuing to service all your communications and entertainment needs.

Please note that the information set forth below regarding our service, installation and repair policies, billing procedures and complaint procedures is provided as a partial summary only and does not constitute all terms for our service. The complete terms of service and related policies and procedures are posted at <https://www.vyvebroadband.com/company/policies/>. Our Residential Services Subscriber Agreement applies to residential customers and our Business Services Subscriber Agreement applies to business customers. Your continued use of our services constitutes acceptance of the terms applicable to the services as posted, as they may change from time to time. In the event of any conflict between the general terms of this notice and the service-specific terms that are contained in any other agreement you may have with Vyve Broadband, the service-specific terms shall control.

**Information regarding our rates and channel lineups is located at <https://vyvebroadband.com/residential-rates-services/>. If you wish to request a paper copy of our rates or channel lineups, or if you have any questions about this notice or about Vyve Broadband’s services or policies, please contact us at 1.855.FOR.VYVE.**

### **BILLING & PAYMENT**

#### Monthly Statements

To provide you with exceptional service, Vyve Broadband has invested in a quality customer billing and information system. This technology enables us to respond quickly and accurately when you contact us with questions by providing comprehensive, up-to-date data on payments and collections.

The billing and information system also provides us with important data on service calls, scheduling and potential outage situations, which enables us to provide you, our valued customer, with efficient service. Your monthly bill not only gives you a listing of your charges, payments and credits, it may also contain special messages. Please read these messages to ensure that you are up-to-date on any changes, offers and news from Vyve Broadband.

Vyve Broadband bills in advance; therefore, any changes made to your service, such as adding or removing a service or equipment, during the month will be reflected on the following month's statement. Full payments received on or before the due date noted on your statement will ensure uninterrupted service. Payments that are not received by the due date will be subject to late fees. If there is a billing problem, please contact a Customer Service Representative promptly to ensure your bill does not become past due. Subject to applicable law, you must notify us of any billing errors or other requests for credits within 60 days of the date on the bill. After such date you waive all disputes and claims.

#### Your First and Future Bills

Customers are required to pay for the first month of service prior to installation. You should expect your next bill within 30 days following installation. Please check your bills carefully to be sure that your name and address are correct, and the equipment and service you requested are accurate.

#### Partial-Month Billing

Services are purchased and provided to you on a monthly basis. Recurring service charges, equipment charges, and fees will be billed monthly, in advance. Your first monthly bill may include prorated charges from the date you first begin receiving services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received.

**OTHER THAN WITH RESPECT TO EQUIPMENT CHARGES, PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED MONTHLY PERIODS.**

### **PAYMENT OPTIONS**

#### Automatic Bill Payment

Upon your authorization, your payment can be deducted electronically each month using your credit card or bank account. Once implemented, this option continues monthly until you cancel the feature or your service is terminated. Please allow up to one billing cycle for the first automated billing draft to begin. Please note that in the event your credit card company or bank issues you a new card upon the expiration of your existing card, you will need to update your new card number and expiration date with Vyve Broadband to continue automatic deduction for payment and avoid any service interruption.

#### Pay Online

If you are a residential customer, you can make payments online through our website. Simply go to our website at <http://www.vyvebroadband.com>, select your area of service, then select "Customers" and "Pay My Bill."

#### Pay by Phone

If you are a residential customer, you can use your credit card or debit card to make payments through our automated phone system. Simply call our toll-free number (1.855.FOR.VYVE) and listen for instructions and prompts. If a Customer Service Representative processes your payment over the phone, a service charge of up to \$8.99 will apply.

### Pay by Mail

For prompt processing of your payment, mail it to the address listed on your bill. Include either your current billing statement with your check or money order or note your account number on your check or money order. When paying by mail, use a check or money order, payable to Vyve Broadband. For your security, please do not send cash through the mail. Also note that we DO NOT accept temporary checks. Please do not mail your payment to an address other than the remittance address listed on your bill. Do not send payments to your local office.

### Pay in Person

In some locations, Vyve Broadband also permits you to pay your bill in person at our retail locations that can be found on your bill. Some of these payment locations may offer an after-hours deposit slot for payment. Please do not deposit cash in these after-hours deposit slots. Vyve payment center locations are also available at <https://vyvebroadband.com/payment-centers/>. In certain of our markets, CheckFreePay sites will also accept Vyve payments. Local CheckFreePay site locations are available at <https://www.checkfreepay.com/en/payment-locator.html>. Please note that fees may apply when payments are made at payment locations. Please also note that payments made at third-party payment locations, such as Walmart or other bill pay sites, may not post to your Vyve Broadband account for up to three business days.

### Returned or Refused Payments

Payment by check or credit card which is later returned or refused is not considered paid on a timely basis and may result in delinquency. A fee of up to \$30 applies for returned or refused payments.

### Late Charges

Billed amounts not paid by the due date are delinquent and subject to a late fee. Please be advised that failure to receive a bill does not relieve the obligation to pay on a timely basis.

### Card Processing Fees

There is a 2.5% (or lesser amount as required by law) card processing fee on all payments made with a card. Payments made by ACH will not be assessed this fee.

### Non-Payment

In the event of non-payment Vyve Broadband reserves the right to disconnect your service at any time, with or without notice to you. If your service is interrupted for nonpayment, you shall be responsible for all past due amounts. Further, to reactivate your service, you must pay the past due charges in full, in addition to a reconnect fee and one month's service charge in advance. You agree that if we incur collection or other legal costs as a result of non-payment, you will be liable for the total amount past due, any returned check fees and the cost of collection (which many include, but shall not be limited to, collection agency's fees, reasonable attorney's fees and arbitration or court costs upon judgment).

## **DISCONNECTION**

You may request that your service be disconnected at any time by notifying Vyve Broadband in one of the following ways:

- (A) Residential customers can request cancellation of their Services : (1) by calling 1-855-FOR-VYVE during normal business hours; (2) in person at the front counter of their local Vyve office; or (3) by sending an electronic notice via our website at <https://www.vyvebroadband.com/company/contact/>.
- (B) Business customers can request cancellation of their services : (1) by written notice in accordance with the agreement the business customer entered into with Vyve Broadband; (2) by calling 1-855-FOR-VYVE or 1-844-898-3266 during normal business hours; or (3) on the Vyve website at <https://info.vyvebroadband.com/business-support> by completing the Business Solutions Support Request form.

To avoid further liability, you must return all Vyve Broadband equipment to your local Vyve Broadband office prior to disconnection. Your billing for equipment will stop when all Vyve Broadband equipment has been returned. Any request for service cancellation for residential customers will be effective at the end of the monthly subscription service period, provided all Vyve-provided equipment has been returned. Access to the services will, if possible, continue through the subscription month. Prepaid monthly equipment charges will continue to be subject to prorated refunds once the equipment is returned to us. In addition, Vyve Broadband reserves the right, with or without notice to you, to interrupt or disconnect your service if you fail to comply in full with our terms of service. A request for service cancellation for business customers will be effective when we receive your timely written cancellation notice, provided all Vyve-provided equipment has been returned. Vyve Broadband business customers should refer to our Business Services Subscriber Agreement at <https://www.vyvebroadband.com/company/policies/> for specific terms and conditions pertaining to certain obligations and applicable fees for early termination.

## **EQUIPMENT RESPONSIBILITY**

Except for wiring installed inside the premises (see below for further information about inside wiring), or equipment purchased by you from Vyve Broadband, all equipment and facilities installed or provided by Vyve Broadband, along with any equipment we lease to you, is for your exclusive use only for purposes of using the service during your subscription and remains the sole property of Vyve Broadband. You agree to not allow anyone other than our employees or agents to service the Vyve Broadband equipment. You agree not to permit any attachments to, alteration of or tampering with Vyve Broadband equipment. In addition, the Vyve Broadband equipment cannot be removed from the home without the express written permission of Vyve Broadband. You agree to exercise reasonable care to prevent damage to or loss of the equipment. Fees will be assessed in the event equipment is not returned, lost, stolen, damaged or destroyed.

All Vyve Broadband equipment is provided “as is” and “as available” for your use, without warranties of any kind, whether express or implied. We will repair and/or replace defective Vyve Broadband equipment. We are not responsible for the maintenance or repair of customer-provided equipment, including but not limited to televisions, telephones, computers or modems. A service charge may be imposed upon the dispatch of a technician to repair Vyve Broadband equipment if the damage is due to negligent use or abuse or if no fault on the part of Vyve Broadband is discovered. Vyve Broadband makes no warranties with respect to Vyve Broadband equipment’s compatibility with any customer-provided equipment.

## **MOVING**

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

## **PRICING & SERVICE CHANGES**

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

## **PRODUCTS, SERVICES & PRICING**

Vyve Broadband provides customers with a wide selection of high-speed internet, phone and video services. A complete list of prices, terms and conditions for subscription are available in the Welcome Kit provided to residential customers upon subscription to our service and also available upon request or at <https://vyvebroadband.com/help-center/>. A channel line-up was provided to you upon subscription to our video service and is available upon request or at <https://vyvebroadband.com/tv/channel-lineup>. The Limited Basic Service Tier, Essentials Service Tier and Local Service Tier are our lowest levels of video service, and include off-air broadcast stations and any franchise-required public, educational and government access channels. Pursuant to federal law, video customers must subscribe to our lowest level of video service in order to access other programming choices, including other tiers of service and services offered on a per program or per channel basis. All programming may not be available to all customers. All programming varies on a community-by-community basis and is subject to change at any time, subject to applicable law.

## **INSTRUCTIONS ON HOW TO USE YOUR SERVICE**

Instructions on how to use your service are outlined in our Welcome Kit, which was provided to you upon subscription to our service and is available upon request or at <https://vyvebroadband.com/welcome>.

## **AUTHORIZED USERS**

At the time you create your account with Vyve Broadband, you will be established as the authorized user for your account. You can include additional authorized users either at the time you establish service or any time thereafter. You will need to provide identification for any such authorized user. Upon installation, we require you or an authorized user to sign the work order and agree to all our Terms of Service. Any future or subsequent changes to your account, such as adding services, changing equipment and scheduling service appointments, can only be made by you or an authorized user. Only you can remove services from your account.

## **A NOTE ABOUT PROGRAMMING**

Vyve Broadband receives programming from various broadcast and cable networks. Vyve Broadband is not responsible for the content of programs aired by these networks and may not alter the programming schedule. Programming complaints or questions should be directed to the specific cable or broadcast networks.

## **GENERAL DO'S & DON'TS**

We install service in your home in a manner that is consistent with FCC rules. Vyve Broadband's network and equipment are designed to be safe and reliable for carrying video, high-speed internet and voice signals. Here are a few tips to keep it operating safely and reliably:

1. During severe electrical storms you should unplug your TV set, converter, computer, WiFi mesh device and modem to avoid damage. Vyve Broadband and the TV set manufacturer are not responsible for damage that occurs due to acts of nature.
2. Remember, your converter, Wi-Fi mesh device and cable modem operate on 110 volts, so take all the precautions you would for any small appliance, such as checking to see that the cord is not worn or damaged.
3. For your own safety, and to maintain any applicable warranty, do not attempt to open or otherwise tamper with the converters, WiFi mesh devices or modems provided by Vyve Broadband.
4. If you have someone other than us install the inside wiring in your home, or if you do it yourself, make sure that it complies with applicable governmental regulations (such as FCC signal leakage rules) and does not interfere with the normal operations of our system and other communications systems (such as radios used by the police and fire departments) and devices.
5. Keep your TV, converter, WiFi Mesh device and modem on an "always on" electric outlet, not one that is connected to a wall switch.
6. Keep your converter, modem and WiFi mesh device turned on at all times to ensure you receive updated information and upgrades.

## **EMERGENCIES**

Emergencies, such as fallen power lines and/or poles, violent storms or sub-freezing weather,

may interfere with reception of service. We will have our crews correct an emergency outage situation as quickly as safely possible. See below regarding phone service and battery backup in case of a power outage.

## **COMPLAINT PROCEDURES**

Vyve Broadband strives to resolve any complaints concerning its service as expeditiously as possible. If you have an unresolved complaint regarding the quality of your service or equipment, billing, or terms and conditions of service, you may call us directly using the contact number provided on your monthly bill or visit us at [VyveBroadband.com/contact](http://VyveBroadband.com/contact) to submit a complaint. If, after talking with a Customer Service Representative, you are still not satisfied, you may write a brief explanation of your complaint and any actions taken and bring them to the attention of management by mailing your explanation, along with a copy of your bill, to your local Vyve Broadband office. For locations that do not have a local Vyve Broadband office listed, please call 855-FOR-VYVE for instructions and information. Please do not mail correspondence to the address listed for billing remittance. You will be contacted to discuss the complaint and we will make every effort to promptly resolve the issue. In addition, where applicable, we have identified on your monthly bill the local municipality that you may contact should we fail to resolve your complaint.

You should be aware that our Residential Services Subscriber Agreement and Business Services Subscriber Agreement each include a binding arbitration provision that precludes many types of claims from being pursued in court or as a class action and require that all claims be filed within one year. Please see the Subscriber Agreement pertaining to your service for important details.

For customers with specific complaints regarding closed captioning, please submit your written complaints to the dedicated contact at the address listed on your bill for closed captioning problems or email [closedcaptioningissues@vyvebb.com](mailto:closedcaptioningissues@vyvebb.com).

## **MAINTENANCE**

Vyve Broadband uses the best electronic equipment and workmanship available to provide our customers with fast internet speeds, high-quality picture and sound, and phone service. However, to consistently provide this high-quality service, our technicians must periodically test, upgrade, enhance and occasionally repair our equipment throughout our system. We make every effort to schedule all planned interruptions during non-peak hours. Our planned maintenance generally occurs between midnight and 6am local time Monday through Friday. Cable repair may cause a temporary loss of service to an entire neighborhood known as a “maintenance outage.” If your service is not working properly, contact a Customer Service Representative. If we are having a maintenance outage in your area, you will be informed when you contact us. If the problem is not being caused by maintenance, we should know immediately if there is a problem in your area. In either case, we will work as quickly as possible to restore service.

## **SERVICE & INSTALLATION**

Vyve Broadband Customer Service Representatives are available 24 hours a day, 7 days a week to provide service for our customers; however, under certain circumstances, customers may be asked to leave a message for a call back on the next business day. Customers may contact us at,



or send us an SMS to, 855-FOR-VYVE or submit a contact form at [VyveBroadband.com/contact](http://VyveBroadband.com/contact). Telephone calls, including requests for installation and service calls, will be answered promptly and are recorded and periodically monitored for quality assurance and training purposes. During normal business hours and under normal operating conditions, Vyve Broadband strives to answer calls within 30 seconds from when the connection is made. Installation and service call appointments are scheduled in advance. Customers generally will receive a standard installation appointment within seven business days. In most of our markets, morning and afternoon windows are available for installation and service call appointments. For your convenience, we will also contact you in advance of our arrival. All installations will be completed in a prompt, courteous and competent manner. If Vyve Broadband personnel are running late for an appointment and will not be able to keep the appointment as scheduled, the customer or potential customer will be contacted and the appointment will be rescheduled as necessary, for a time which is convenient for the customer or potential customer. Unless otherwise specified, billing begins on the date of physical installation.

It is Vyve Broadband's policy that all field employees make visible their valid employee ID card. By ordering service, you are implicitly granting Vyve Broadband the right to enter your property at the service address at any reasonable time to install, relocate, maintain, repair, monitor, audit, or remove any or all cable television wires, conduits, components or services. By accepting service, you also are granting Vyve Broadband any easement or rights of way needed to render service to your property. For those customers who live in a rental property, written permission will be required from the owner before work is performed. If Vyve Broadband is unable to gain reasonable access to your property, Vyve Broadband reserves the right to discontinue service. Someone over eighteen (18) years of age with a government issued picture ID must be home during any installation or repair of your service. At the time of installation, an Authorized User must be present. This will ensure a thorough and complete installation and service and will allow you to become more familiar with your service and Vyve Broadband equipment.

All work is performed by fully trained technicians. If, for any reason, our installation does not meet your approval, please contact us. We generally will respond to all service calls within 24 hours of receiving your request. We will respond to all known maintenance issues immediately. Our service technicians will work to resolve any problems with customer-owned equipment over the phone. Certain other issues (such as customer education, customer-initiated issues, damaged wiring, etc.) resulting in a field service call may be subject to a service charge. Customers may be required to pay an installation fee, an activation fee, a deposit and one month's service fee at the time of installation. Upon installation, once per year and upon request, Vyve Broadband will notify customers of the information contained in this notice.

### **SERVICE INTERRUPTIONS/REFUNDS**

Vyve Broadband maintains a high standard of technical operations within our systems and responds promptly to most service interruptions. If you have a service problem, please contact us immediately, as any available credit, to the extent applicable, will be issued from the date you notify us. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, equipment failures, fiber cuts, auto



accidents involving utility poles, and in some cases, loss of signal at the origination point of a program. In addition, twice a year our satellite video reception is disrupted by activity from the sun. This disturbance, which affects most cable and satellite companies within the United States, occurs in Spring and Fall, due to the direct alignment of the sun with the satellite and our earth stations. We will not be responsible for any failure or interruption of programming or service resulting from circumstances beyond our control. Unless otherwise provided by applicable law, if you experience a verifiable service outage for any duration of twenty-four hours or more, excluding any interruption that is scheduled or due to a power outage, inclement weather or any other event beyond our control, you are entitled, as your sole and exclusive remedy, upon request, to a prorated credit of monthly recurring charges for affected service for the period that such failure continues beyond twenty-four hours.

### **SIGNAL QUALITY**

If you are having a problem with the signal quality of your video service, you may call us directly using the Vyve Broadband number provided on your monthly bill. In many cases, the problem can be corrected while you are on the phone. However, it may be necessary to send a service technician to your home. If, after talking with a Customer Service Representative and/or having a service technician visit your home, you are not satisfied that the problem has been resolved, you may put your complaint in writing and send it to your local Vyve Broadband office at the address shown at <https://vyvebroadband.com/payment-centers/>. Please do not send correspondence to the billing remittance address. You will be contacted to discuss the problem, and we will make every effort to promptly resolve the issue.

### **SPORTS BLACKOUTS**

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

### **THEFT OF SERVICE**

Unauthorized hookups to our service are a serious and expensive problem both for us and for our legitimate paying customers. Tampering with or altering our system or a converter to receive unauthorized service is a Federal crime punishable by fines and/or imprisonment. We have the technology necessary to detect unauthorized hookups, and we conduct periodic system checks to ensure compliance with the Cable Communications Policy Act of 1984. The Service may only be used for lawful purposes. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat or violates export control laws.

### **Parental Control**

Vyve Broadband understands that there may be certain television programs available that some customers find unsuitable for members of their household. If you find any of the channels you receive to be objectionable, you can arrange for the installation of a device, or program a device you may already have, to restrict the viewability of such channels. Additionally, if you can see

images or hear sound from encrypted channels to which you do not subscribe, you may request that those channels be blocked. Please contact us for details.

### **Guide to Inside Wiring (Residential Only)**

If you are a residential video subscriber, you have some options regarding the wiring located within your premises that is used to provide your video service. Business customers with wiring-related questions should contact us directly for additional information. “Inside wiring” (also referred to as “home wiring”) consists of the cable that runs from your TV set(s) or a modem to a demarcation point, which for residential customers is located approximately twelve inches outside of your dwelling unit. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire, but does not include devices such as analog descramblers, digital set-top converter boxes, CableCARDS, A/B switches, parental lockout devices, and security devices. Pursuant to FCC regulations, residential customers have the option to acquire the inside wiring within their dwelling unit upon termination of cable service. Prior to termination of cable service, we allow our residential customers to remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of their dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your inside wiring in a way that impairs the integrity of our system (such as by creating signal leakage) or that may cause a violation of government regulations. Furthermore, you may not attach devices or equipment to the wiring that results in degradation of signal quality to you or your neighbors.

If you are a residential customer and would like us to remove, replace, rearrange or maintain the wiring inside your premises, you can choose to pay our regular hourly service charge on a per-visit basis. Residential customers in certain of our markets also may be able to purchase our wire maintenance plan for a small monthly fee. This optional program covers the repairs of inside-wiring, subject to certain limitations. It does not cover, for example, initial installations, new wall fishes or outlets, reconfiguration or moves of outlets or jacks, alarm or landlord provided wiring, concealed wiring or wiring inside the walls of your home, or damage to inside wiring caused by you or any third party should you attempt to undertake your own removal, replacement, rearrangement, repair, extension or maintenance of that wiring. Furthermore, we are not responsible for problems relating to the operation of customer-owned electronics equipment, which may be connected to inside wiring. We are, however, responsible for problems relating to any equipment leased from us unless caused by tampering, neglect or abuse. See <https://www.vyvebroadband.com/company/policies/> for more information on our service protection plan, which details the specific coverage and exclusions.

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

technical standards or to provide you with a list of technical specifications for the equipment should you choose to purchase it elsewhere.

**PLEASE NOTE:** In the event that improper installation by anyone other than Vyve Broadband or the use of improper materials causes signal degradation and/or leakage, you may be responsible for the cost of rectifying the problem. Additionally, we may be required under federal law to terminate your service until the problem can be remedied.

### **PHONE MODEM BATTERY DISCLOSURE**

To use Vyve Broadband's phone service, you will need an EMTA (embedded multimedia terminal adapter). The EMTA must be plugged into an electrical wall outlet to operate. In the event of an electrical power outage, your phone service (including your access to 911/E911 and any medical and security monitoring services that depend on it) may be unavailable if an Uninterruptable Power Supply (UPS) or battery backup is not installed, fails or is exhausted or if there are problems with our network as further described below.

If the EMTA provided to you does not contain a battery backup, you may wish to use a UPS as a backup solution. You can purchase a UPS from many brick and mortar and online retailers. While we do not endorse any particular solution, the following UPS solution is an example that is rated to provide 24 hours of battery backup for Vyve's phone EMTA if no other devices are also connected to the UPS.

[https://www.amazon.com/dp/B0C2J6L2BV?ref=ppx\\_pop\\_dt\\_b\\_asin\\_title&th=1](https://www.amazon.com/dp/B0C2J6L2BV?ref=ppx_pop_dt_b_asin_title&th=1)

The actual length of time that a UPS will provide power to your phone during a power outage depends on many variables, including, but not limited to, the following: (i) the amount of phone usage when the EMTA is utilizing power from the UPS; (ii) the amount of usage of other devices that are utilizing power from the UPS; (iii) whether the UPS is properly installed and charged, such as whether it has had an opportunity to fully recharge after a prior outage; (iv) the condition and age of the UPS; (v) the amount of prior usage of the UPS; (vi) the type of phone connected to the EMTA, as power consumption varies; and (vii) the status of our network.

The EMTA provided to you at the time of installation may be equipped with an eight-hour battery backup, which should provide you the ability to make or receive calls, including 911/E911 calls, when the power goes out as long as the battery last, subject to the limitations described below. In the event of a power outage, a fully charged backup battery should provide up to eight hours of standby service and approximately four hours of talk time, subject to the limitations below. In this event, only your primary phone number will work. You may also extend the backup time by using one or more UPS devices as described above.

**LIMITATIONS:** The use of a UPS or the inclusion of a battery backup does not ensure that Vyve's phone service will work in all circumstances. If phone services are interrupted as a result of problems with our network, such as downed cables, fiber/cable cuts,

**congestion or depletion of any backup power supplies we may have, the phone service will not function until our equipment is repaired and our network is restored.**

**Take Precautions.** Whether it is lightning striking a transformer, or a heavy gust of wind taking out power lines, power outages can happen. In these circumstances, a functioning UPS or backup battery could provide you with additional hours of phone service. There are several steps you can take to prepare for a power outage in your home, which may help maintain phone service. Failure to adhere to these proper usage conditions will reduce both the idle and talk time available to you in an outage and the lifespan of any backup battery.

- The EMTA must be plugged into an external power source, like an electrical wall outlet or UPS, to operate.
- Do not move the EMTA installed in your home to another location.
- If your EMTA contains a backup battery, keep your EMTA plugged directly into a wall outlet and not connected to a power strip or an electrical outlet controlled by a wall switch to ensure the EMTA's battery remains fully charged.
- If your EMTA contains a backup battery, removal of the battery from its proper place will cause it to lose its charge and you will be unable to place or receive calls during a power outage, including 911/E911 calls. If you do remove the battery, please make sure you replace it carefully and avoid bending the pins in the battery bay. If you bend the pins, the EMTA may not work on battery power. If this occurs, you must contact Customer Service to request a new EMTA. If we find that your EMTA or battery have been damaged through improper use, we may assess a charge to replace the equipment. **In addition, do not remove the battery during a power outage. If you do, the EMTA will shut off and will not power back up during the power outage even when a fully charged battery is properly placed in the EMTA.**
- If your EMTA contains a backup battery, a fully charged battery normally provides eight hours of standby power when used in a clean, dry and temperate environment. Standby time will be shorter for batteries that are more than two years old or if the EMTA is kept in a hot, cold or dusty environment. These estimates are subject to the limitations described above.
- If your EMTA contains a backup battery, the actual length of time that your phone will be available during a power outage depends on many variables, including, but not limited to, the following: (i) the amount of phone usage when the EMTA is utilizing power from a backup battery; (ii) whether the backup battery is properly installed and charged, such as whether it has had an opportunity to fully recharge after a prior outage; (iii) the condition and age of a backup battery; (iv) the amount of prior usage of the battery; (v) the type of phone connected to the EMTA, as power consumption varies; and (vi) the status of our network.
- Unlike a UPS, the batteries for the EMTA cannot provide power to any external communications devices that require electricity. This means that during a power outage, cordless phones and adaptive telecommunications devices used by disabled customers (which require electricity) may not be available for use. For adaptive devices, you may be able use a UPS. Please consult the manufacturer for other options. We recommend keeping a corded (landline) phone in your home for use in the event of an outage. Corded phones do not need

a separate power source to operate and can function with a UPS or battery back up by plugging the cord directly into the telephone jack on your EMTA.

- During a power outage, keep non-emergency calls to a minimum to prolong the capability of a UPS or the life of the batteries. If the power outage lasts beyond the capability of any UPS, the batteries or our network, you will not be able to place or receive calls (including 911/E911) until power is restored.
- If you have a mobile phone, ensure that it is fully charged. Keep a car charger handy for situations where electrical power is not available.
- Program emergency contact numbers in your mobile phone, including the police department, fire department and hospital, as well as family members.
- Forward your calls to your mobile phone before a severe storm knocks out power.
- Avoid using internet services to preserve UPS or battery life during an outage.

**Testing and Monitoring Your EMTA's Battery. IF YOUR EMTA CONTAINS A BATTERY, YOU ARE SOLELY RESPONSIBLE FOR TESTING, MONITORING AND REPLACING THE EMTA BATTERY ON A REGULAR BASIS.**

- If the battery light on your EMTA is solid, your battery is in good health and is fully charged.
- If the battery light on your EMTA is blinking, your battery needs to be charged or replaced. If you have recently removed your battery and/or utilized your battery during an outage, the battery light will continue to blink until it is fully charged. Please allow eight hours for the charge to be fully restored.
- If the battery light on your EMTA is out, your battery may be missing, depleted entirely, or not connected properly.
- If you need technical assistance with your battery, please contact us from your mobile phone and our customer service representatives will assist you.
- If your battery is no longer keeping charge, you can purchase a replacement battery from the EMTA's manufacturer. Batteries may also be available from retailers such as Amazon and Best Buy.
- We cannot guarantee that batteries purchased from sources other than us or the EMTA's manufacturer will be compatible with your EMTA. You are solely responsible for any damage that results from the attempted installation or use of a third-party battery.
- Under normal operating conditions, most batteries will not need to be replaced for several years. However, factors such as age and temperature could impact battery performance. Battery performance will be diminished if not kept in dry conditions. Therefore, we recommend that you check your battery on a regular basis by unplugging the EMTA and checking for dial tone on your phone. Similar to your fire alarm, you might consider checking your EMTA battery every six months.

**Warranty.** If the battery in your EMTA provided to you by us upon installation is defective, Vyve Broadband will replace it for up to one year from the date of installation.

**Recycle Your Used Battery.**

- To protect our environment, we support battery recycling and encourages you to recycle your used backup battery properly.
- For your convenience, batteries are accepted at no charge for recycling at various locations. Please check [www.call2recycle.org](http://www.call2recycle.org) or call **1-800-Battery (1-800-228-8379)** for a battery recycling location near you.
- There is no unreturned equipment charge for your old battery.

**Additional Battery Information.**

- Certain EMTAs provided by Vyve were equipped with only one battery slot and therefore do not support an additional spare battery. You may purchase additional backup batteries from the EMTA's manufacturer. You may also purchase a UPS as described above.
- If you are interested in obtaining backup power alternatives, such as solar chargers, car chargers or mobile charging stations, please contact your local hardware store or electronics retailer for possible options. To use these alternatives to power your phone service, you must provide AC power to the EMTA.
- Do not place batteries into fire, intense heat or liquids.
- Do not attempt to open or modify battery packs.
- Avoid skin contact with cracked or leaking batteries.

**Important Liability Information.** The EMTA requires power to operate properly. You have an obligation to ensure that the equipment is connected to electrical power at all times and that you monitor the battery's health. We are not liable to you if you experience an interruption of service due to power outages, including failure due to the absence or insufficiency of a UPS, battery backup power or an outage affecting our network, with the exception of any applicable service or billing credits. We do not guarantee uninterrupted phone service even to customers that have working UPSs, backup batteries or other power supplies. **In some instances, such as during a weather event, our network may experience other problems that would prevent normal operation of your services even if you supply backup power to your devices.**