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Phone Service

All from Mediacom's network.



User Guide

Mediacom[®]
Phone Service

Customer service hours:

24 hours a day, 7 days a week

For general inquiries about your phone service (such as billing), call:

1-866-777-1670

For repair, technical support and questions about how to set up your phone service features, call:

1-866-746-7306

Additional rate and operational information about your phone service can be found at:

www.mediacomcable.com/phone.html

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Welcome to Mediacom® Phone Service

Now you can enjoy unlimited high quality local and long distance phone service for calls within the 50 United States, Canada, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands, plus enjoy 13 popular calling features all for one low, flat monthly charge.

This user guide gives you the information, answers and instructions to get the most from Mediacom Phone service. Please save it for future reference.

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The Mediacom Phone service Subscriber Agreement and Subscriber Privacy Notice, as well as applicable tariffs, rate sheets and other documents referenced in the Subscriber Agreement, govern the terms and conditions under which Mediacom Phone service is provided. Please review these documents carefully and keep them with your records. Mediacom Phone service is provided by an operating affiliate of MCC Telephony, L.L.C., a Mediacom company.

Thank you for choosing Mediacom Phone service.

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Mediacom® Phone Service Features and Instructions

Getting Started

Your Mediacom Phone service includes many features that make it easier and more convenient to place and receive calls. This section provides information on service features and how to access them.

Features Included in Your Mediacom® Phone Service and Usage Instructions

Three-Way Calling

Three-Way Calling is a service that permits a three-way conference call.

To use Three-Way Calling:

1. Place the person you are talking with on hold by pressing the receiver button (or the “flash” or “link” button) for one second.
2. A dial tone will follow. Call a second person.
3. When you get an answer, press the receiver button briefly again. All three of you now will be connected.

When either of the people you called hangs up, you remain connected to the other person. Because you initiate the call, if you hang up the call is terminated. (While you are using Three-Way Calling, Call Waiting is unavailable.) If the call to the second person does not go through, press the receiver button (or “flash” or “link” button) twice. The person you have on hold will return to the line.

Speed Dialing

This is a service that shortens up to eight frequently called phone numbers to a single digit.

To store speed dial numbers:

1. Listen for dial-tone and dial *74.
2. Wait to hear stutter dial-tone and then regular dial-tone again.
3. Enter the number to store the speed dial number in (using only 2 through 9) followed by the number to store.

Examples:

Local number = 7 digits: 384-1212

Long distance number = 11 digits for 1+ number: 1-606-384-1212

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4. Press the (#) key.
5. Wait for stutter dial-tone.
6. Hang up.
7. Repeat steps 1-6 above for each number stored.
8. To replace a telephone number with another number for one of the speed dial codes, repeat steps 1-6 above. This will overwrite the old stored number with the new one.

To dial speed dial numbers:

1. Dial the number (code) that the speed-dial number is stored in (2 through 9).
2. Press the (#) key.
3. The number will be dialed immediately.

Call Waiting

Call Waiting is a service that audibly notifies you with a special tone that a second caller is trying to reach you.

Caller ID Name

Caller ID Name shows you who is calling before the call is answered, if this information is available. Your phone displays the name of your incoming caller. To use Caller ID, you must have Caller ID display equipment or a phone with Caller ID built in.

Caller ID Number

Caller ID Number shows you the phone number of the person who is calling before the call is answered, if information is available. To use Caller ID Number, you must have Caller ID display equipment or a phone with Caller ID built in.

Caller ID for Call Waiting

Caller ID for Call Waiting works just like Caller ID Name and Number while you're already on the phone. To use Caller ID for Call Waiting, you must have Caller ID display equipment or a phone with Caller ID built in.

(*) Star Features and Usage Instructions

Call Forwarding (*72)

To activate Call Forwarding, dial *72. Dial the number to which you want to forward your calls. When someone at that number answers, Call Forwarding is activated.

If no one answers or the line is busy, press the receiver button for one second and repeat the earlier steps within two minutes. When you hear two beeps, Call Forwarding has been activated. To deactivate Call Forwarding, dial *73. You will hear two short tones followed by dial-tone indicating Call Forwarding has been deactivated.

Anonymous Call Rejection (*77)

Anonymous Call Rejection blocks calls from unidentified numbers. Calls that appear as unknown or unavailable will be blocked. To use Anonymous Call Rejection, you must have Caller ID display equipment or a phone with Caller ID built in.

NOTE: Does not include announcement.

To activate Anonymous Call Rejection, dial *77. Two beeps tell you Anonymous Call Rejection is turned on.

To turn off Anonymous Call Rejection, dial *87. Two beeps tell you Anonymous Call Rejection has been turned off.

Repeat Dial (*66)

If the number you are calling is repeatedly busy, you can activate Repeat Dial to automatically re-dial the number until it is reached.

To activate Repeat Dial, hang up the phone after the first time you hear a busy signal for the number you dialed. Pick up the receiver again and dial *66.

After the recording tells you Repeat Dialing is activated, hang up.

As Repeat Dialing keeps calling, you can still use your phone as usual. A distinctive ring means the line you are redialing is free. Pick up, and the number you want will be ringing. If you hear a fast busy signal or an announcement that the call cannot be completed, then the number is either invalid, not working or has activated Call Forwarding.

Return Call (*69)

To activate Return Call, dial *69, and listen for a recording of the number of your last incoming phone call. To call that number, dial '1' (see note on the next page). If the number is busy, hang up. Within 30 minutes, during which you can still make and receive calls, a distinctive ring will signal when the number is available. If the 30 minutes pass without the distinctive ring, Return Call is deactivated. To deactivate Return Call, dial *89.

*Note: If Return Call (by dialing '1') can't return a call for any reason, you'll get a fast busy signal or an announcement. If you do not remember the number, hang up and dial *69 again and the last incoming call number will be repeated.*

Customer Originated Trace (*57)

If you receive a threatening or harassing phone call, you can trace the call by dialing *57. You can then follow up with your local law enforcement agency for further action.

Caller ID per Call Blocking (*67)

Pressing *67 before you make a call will block your caller ID information from being displayed on the caller ID of the person you are calling.

Cancel Call Waiting (*70)

To disable Call Waiting on a call-by-call basis, dial *70 before dialing your party.

Services Available for Additional Costs

Mediacom Phone service offers a wide variety of additional features, competitively priced with other phone company services.

Optional Voice Mail

Mediacom's optional Voice Mail service allows you to avoid missing calls if you are on a call or away from your phone. Mediacom Voice Mail will record those calls and help keep you informed.

A voice mailbox is typically associated with your telephone number. When your number is called and the line is busy or not answered, the caller hears an outgoing greeting recorded by you and is given instructions for leaving a message.

Voice Mail Functions

'Message Waiting' Indicator

A function that notifies you that you have a new voice mail message

Date/Time/Caller Information

A notification that tells you who left a voice mail message, the date and time of the message and how long the message has been in your mailbox.

Send Reply

A function that can be used with other Mediacom Phone users that allows you to send replies to their voice mail messages without having to dial the other Mediacom party's phone number.

Forward 8 Seconds

A function that can be used while listening to a message that allows you to skip ahead 8 seconds in a voice mail message.

Replay

A function that allows you to play a voice mail message again.

Rewind 8 Seconds

A function that can be used while listening to a message that allows you to move back 8 seconds in a voice mail message.

Delete

A function that allows you to remove a voice mail message in your mailbox.

Save

A function that allows you to keep a voice mail message in your mailbox.

Skip

A function that allows you to move to the next voice mail message without listening to the current message in full.

How to Use Voice Mail

Setting Up Voice Mail for the First Time

When setting up your voice mail and accessing it for the first time, you must call from your home phone. During the set up process, you must enter a Pass Code by following these instructions:

1. Dial your own number and press (*) when you hear the standard system greeting.
2. Follow the audio prompts to set up a Pass Code.
3. The new Pass Code must be between 4 and 10 characters and cannot be the last four digits of your phone number.
4. After setting up your Pass Code, you will be audio prompted to set up your greeting.

To Set Up a Greeting

1. You can choose the following greetings:
 - **System Greeting**
Mailbox number if mailbox has not been set up
 - **Voice signature**
Your name
 - **Temporary greeting**
Extended absence greeting
 - **Personal greeting**
Custom greeting recorded by you
2. The greeting length you record can be no longer than 30 seconds.

To Change or Set Up a Greeting

From the Main Menu, select option 2, Greetings, and follow the prompts.

To Create a Personal Greeting, Press '1'

Next, you are given the choice of recording a personal greeting, selecting a standard greeting, or leaving caller instructions.

For a personal greeting, press '1'

- At the tone, record your greeting and press (#)
- If you are satisfied, press '1'
- To hear the greeting, press '2'
- To re-record, press '3'
- To cancel, press (*)
- For help, press '0'

For a standard greeting, press '2'

- The message plays for approval
- To accept, press the (#) key
- To change, press the (*) key to record a personal greeting
- For help, press '0'

Instructions are provided to advise callers on how to leave a message. For caller instructions to be played following the greeting, press '3'

- For instructions to be activated, press '1'
- For instructions to be deactivated, press '2'
- For help, press '0'

To Create a Temporary Greeting, Press '3'

At the tone, record your greeting and press '3' when finished.

- If you are satisfied, press '1'
- To hear the greeting, press '2'
- To re-record, press '3'
- To cancel, press (*)
- For help, press '0'

If the temporary greeting is active, you will receive reminders on whether you wish to deactivate it each time you access the system.

To Change Your Recorded Name, Press '2'

You are given the option of recording a name or using your full 10-digit phone number.

- To record a name, press '1'
- At the tone, say name and press (#)
- The system plays back the recording
- To accept, press '1'
- To re-play, press '2'
- To re-record, press '3'
- To cancel, press (*)
- For help, press '0'
- To use your 10-digit phone number as the greeting, press '2'
- To accept, press (#)
- To change, press (*)

Accessing Voice Mail

From your home phone

Dial your own number and you will be asked to enter your Pass Code to access your mailbox.

From a remote phone or number

Dial your own number and press (*) during the outgoing greeting, then enter your Pass Code to access your mailbox. This procedure can be used from any other touch-tone phone that allows remote access.

1. Your mailbox holds a maximum of 30 messages.
2. Messages in the mailbox are retained for 30 days.
3. Your mailbox can store up to 120 total minutes of voice messages.
4. The maximum length of each message is 4 minutes.
5. You can classify messages as urgent or private.

To Manage Messages, Use the Following Options:

1. To listen to a message, press '1'
Any new, skipped or saved messages will play. If there are no messages, the system advises you that there are no messages and goes to the Main Menu.
2. To reply to the message, Press '2'
If the caller is another Mediacom Phone customer with voice mail, you can reply by recording and sending a response without dialing the other party's phone. This only works with other Mediacom Phone customers.
See the Message-to-Message section below for more details.
3. To replay a message, press '4'
4. To fast forward 8 seconds, press '3'
5. To rewind 8 seconds, press '5'
6. To delete the message, press '7'
7. To save a message, press '9'
8. To skip a message, press (#)
9. To recover a message you deleted by mistake during a call, press (*). This returns you to the Main Menu, and you can listen to all messages again, including those you deleted.
10. For help options, press '0'

Message-to-Message

Message-to-Message allows customers who have voice mail to respond to a message without dialing the original sender's phone. The response will automatically be delivered to the other party's voice mail.

1. After listening to a message, you can choose to "Reply" to the message by pressing '2'. If Message-to-Message is not available, when you press '2' you will get an error message stating, "Sorry, we cannot reply to this message because your caller's phone number was not provided."
2. You can then record a response to the message. When you are finished, you have the following options:
 - Press '1' if you are satisfied
 - Press '2' to listen to the message
 - Press '3' to re-record the message
 - Press '4' to continue recording
3. You then have the following options:
 - Press '1' to send the message
 - Press '2' to mark it as urgent
 - Press '3' to mark it as private
 - Press '4' to request a read receipt
 - Press '5' to set a future day delivery. Then you are prompted to key in a future date and time

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Personal Options

From the Main Menu, select Personal Options to manage your voice mail account features such as changing your Greetings, Pass Code and Administrative Options.

1. To access Personal Options, choose 3 from the Main Menu.
2. For help, press “0” after going into the Personal Options Menu.

Administrative Options

When you are in Administrative Options, you can change the following on your voice mail account:

- To turn on or off auto play of messages, press ‘2’
- To turn on or off date and time stamp of your message, press ‘3’
- To change your Pass Code, press ‘4’
- For help, press ‘0’

More Optional Services

International Calling

You can make calls to locations outside the 50 United States, Puerto Rico, the U.S. Virgin Islands and Canada for an extra charge. Mediacom Phone service international rates can be found at www.mediacomcable.com/phone.html.

Unlisted/Unpublished Directory Listing

You have the option of having your phone number listed, unlisted or unpublished. If you choose to have your phone number listed it will be included in Directory Assistance, 411 and in your local telephone book at no additional cost.

There is a charge if you choose to have an unlisted number or unpublished number in the local directory.

Mediacom Phone service also offers Inside Wire Maintenance. Please call customer service for costs and details about these optional services.

Frequently Asked Questions About Mediacom® Phone Service

Can I call 911?

You can report police, medical, fire and other emergencies by dialing 911. In areas where the local public safety network supports Enhanced 911 service, your address will be displayed for the emergency operator to direct emergency personnel to your location. With Mediacom Phone, you do not need to register your address for 911. We will do it for you when we set up your account.

If there is a power outage, or if any portion of Mediacom's network is inoperable, your Mediacom Phone service may not operate, including the ability to call 911. You may want to maintain alternative service such as a cell phone in case of a power outage or an outage on Mediacom's network.

If there is a loss of electrical power to my home, will my phone service be lost, too?

The multimedia terminal adapter (the phone modem) used to provide phone service over Mediacom's broadband network uses household electrical power. Similar to a cordless phone, Mediacom Phone service will not operate if the power in your home goes out or if you unplug the power connection, and you will lose the ability to place calls, including calls to 911 emergency service, during the outage.

Does Mediacom Phone service include a 30-day money-back guarantee?

Yes. We are confident that you will like the simplicity of Mediacom Phone service. In the unlikely event that you do not wish to keep the service, as with all Mediacom services, you will be eligible for a 30-day money-back guarantee for the Mediacom Phone service flat monthly charge. However, you will be responsible for charges incurred for international calling and use of Operator Services and Directory Assistance.

How will I be billed?

You will receive one bill for all of your Mediacom services, including your Mediacom Phone service. Your monthly charge will appear as a line item on the bill. Additional line items for any charges for optional services such as Voice Mail,

international calls, Directory Assistance and Operator Services will appear on the bill. You will also be billed for federal, state and local taxes, governmental regulatory fees and surcharges to recover costs we incur in providing the service, similar to those charged by traditional phone service providers. You can also check the full details for your calls online at www.mediacomcable.com/phone.html by clicking 'My Account.'

Do I have to pay the entire monthly rate if I signed up for Mediacom Phone service mid-month?

No. Your next bill will include a prorated charge for Mediacom Phone service for the number of days left in your present month's billing cycle. The next bill will also include the first full month's charge for Mediacom Phone service, which is billed in advance.

Who maintains the phone modem?

Mediacom supplies and maintains the phone modem, which is called a multimedia terminal adapter ("MTA"). It is Mediacom's property. If there are issues with the MTA, Mediacom will send a technician to troubleshoot and replace it, if necessary. If you disconnect your Mediacom Phone service, it is your responsibility to return the phone modem to Mediacom at the time you disconnect.

Will I still be listed in the telephone book?

Yes. You will be included in Directory Assistance, 411 and in your local telephone book. You will be given the option of having your phone number listed, unlisted or unpublished.

Can I get another phone line/phone number with Mediacom Phone service?

Not at this time, but we hope to offer this service soon.

Can I use Mediacom Phone service for my business?

No. Mediacom Phone service is only offered residentially.

How do I make an international call?

Simply dial 011, then the country code, city code and the number of the person or company you want to contact, just as you do now with other phone services. You can review Mediacom's per minute calling rates to all international destinations on the Mediacom website, www.mediacomcable.com/phone.html. Another option is to dial Mediacom's Operator Services and have them assist you in placing your international call. (This will incur additional Operator Service charges).

Can I make a collect call?

Yes.

Does Mediacom Phone service offer a calling card?

No, Mediacom Phone service does not offer a calling card at this time.

Will my home security system work with Mediacom Phone service?

While Mediacom does not guarantee the use of home security systems with its phone service, many home security systems will function with it. Your security company will need to test the system following installation. You may want to maintain a separate phone line for your security system.

Will my answering machine still work?

Yes. However, Mediacom offers an optional Voice Mail service for \$4.95/month. Voice Mail will record and store messages when you are unavailable to answer the phone. Of course, you can continue to keep your answering machine as well.

Can I utilize Caller ID with Mediacom Phone service?

Yes. Mediacom Phone service offers Caller ID, as well as Call Waiting and Caller ID for Call Waiting, free as part of your Mediacom Phone service calling plan. Please refer to the Features section in the front part of this guide. You must have Caller ID display equipment or a phone with Caller ID built in.

Mediacom® Phone Service

Terms of Service

Please review the Subscriber Agreement carefully for a full discussion of the terms and conditions associated with your Mediacom Phone service. Below we summarize select terms for your convenience and provide additional information on the service.

Mediacom Phone Service Basics

Mediacom Phone service provides unlimited local and long distance calling to locations in the 50 United States, Canada, Puerto Rico, and the U.S. Virgin Islands for a flat monthly charge. Several popular calling features, such as Caller ID and Call Waiting, are included at no additional charge. Additional calling features, as well as calls to international locations other than Canada, Voice Mail, Directory Assistance and Operator Services are provided at an extra charge. International rates for Mediacom Phone service may be found at our website at www.mediacomcable.com/phone.html. Additional charges will apply for federal, state and local taxes and for governmental regulatory fees and surcharges to recover costs we incur in providing the service.

911 Notice

IF YOUR ELECTRICAL POWER AND/OR MEDIACOM'S NETWORK IS NOT OPERATING, YOU WILL LOSE SERVICE, INCLUDING 911 EMERGENCY SERVICE. Mediacom Phone service relies on external power to operate and, as with an electric-powered cordless phone, should there be a power outage it will not operate. YOU MAY WANT TO MAINTAIN ALTERNATIVE SERVICE, SUCH AS A CELL PHONE, IN CASE OF AN OUTAGE.

Billing

We will bill you for monthly recurring charges, including the monthly flat charge for Mediacom Phone service, in advance on your Mediacom bill. Taxes, surcharges and fees related to monthly service will also be billed in advance. Non-recurring charges, such as charges for international calls, Operator Services and Directory Assistance, will appear on your next bill following the billing period in which you incur the charges. In addition to charges for any other Mediacom services, your statement will include a line item for the Mediacom Phone service monthly charge, and additional line items for any charges that may have resulted from Voice Mail, Directory Assistance, Operator Services, calls to international locations other than Canada and other optional services.

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Your Mediacom billing statement will include applicable taxes and regulatory fees and surcharges associated with your Mediacom Phone service. Specific charges will vary depending on your state and service area. Such charges that may appear on your bill include, but are not limited to, the following, which we pay to appropriate authorities and choose to collect from our customers according to their proportionate share: 911 fees, Universal Service Fund support and telecommunications relay service fees. 911 fees recover our mandatory contribution to state and/or local authorities to support 911 emergency calling and the network and services associated with it, including Enhanced 911. The federal universal service fund charge recovers our mandatory contribution to the federal fund that helps keep local phone rates affordable and supports discounted communications services for schools, libraries and rural health care providers. (Some states administer universal services funds as well.) Telecommunications relay service charges recover our mandatory contribution to funds that allow the hearing and speech-impaired to use telecommunications services. Additional taxes, fees and surcharges specific to your state and service area may apply.

As outlined in the Subscriber Agreement, you will be able to view all of the details relating to calls made through your Mediacom Phone service on the secure website at www.mediacomcable.com/phone. This includes details relating to your long distance and international calls in addition to Voice Mail, Directory Assistance and Operator Services calls. Should you wish to receive a particular month of call detail records in the mail, you may contact us at 1-866-746-7312.

Other Terms

You may only use Mediacom Phone service at the address where it is installed and you may not move any equipment to another location or otherwise use or attempt to use the service from any other location with the exception of Call Forwarding. Use at a location other than the address you have provided to Mediacom is not supported and may result in inaccurate emergency 911 service information being provided to emergency authorities.

Home alarm systems and other devices such as fax machines may not work with Mediacom Phone service. It is your responsibility to arrange for testing of home alarm systems and other devices for compatibility with Mediacom Phone service.

Please read carefully the Mediacom Phone service Subscriber Agreement and Subscriber Privacy Notice. Those documents, as well as applicable tariffs, Rate Sheets and other documents referenced in the Subscriber Agreement, govern the terms and conditions under which Mediacom Phone service is provided.

Mediacom[®] Phone Service Subscriber Agreement

1. Formation of Agreement; Changes to Agreement

1.1 Formation. PLEASE READ THIS SUBSCRIBER AGREEMENT (“Agreement”) CAREFULLY AND RETAIN IT FOR YOUR FUTURE REFERENCE. BY SUBSCRIBING TO OR USING OUR VOICE COMMUNICATIONS SERVICES, YOU ARE AGREEING TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AN EXISTING CUSTOMER, YOUR CONTINUED USE OF OR SUBSCRIPTION TO OUR SERVICES REPRESENTS YOUR ACCEPTANCE OF THIS AGREEMENT.

1.2 Other Terms Made Part of the Agreement. This Agreement provides the guidelines for use of any voice communications services (“Services”) provided by MCC Telephony, L.L.C., and/or its subsidiaries and/or affiliates which provide any portion of a Service (“we,” “our,” “us” or “MCC”) and governs all aspects of the relationship between MCC and you, the customer, and those whom you may authorize to use the Services (“you,” “your” or “Customer”). The term “User” means Customer or any other person who uses the Services through your account, whether or not such other person is authorized to do so. You acknowledge and agree that Services are provided subject to and in accordance with: (a) any work order signed by you and accepted by MCC which requests that Services be provided (“Work Order(s)”), (b) any rates or rate plans set forth in the Work Order and/or accompanying this Agreement (“Rate Plan(s)”), (c) all applicable MCC tariffs, and other terms and conditions (e.g. descriptions of available Services and/or our Privacy Policies applicable to the Services) accompanying this Agreement or located on our website at www.mediacomcable.com/phone.html. Such Work Orders, Rate Plans, tariffs and other terms and conditions are incorporated herein by reference and form a part of this Agreement. References to these other documents refer to such documents as may be amended from time to time. While these documents are intended to be read together in a consistent manner, in the event of any conflict between the provisions of the main body of this Agreement and any applicable tariffs or other documents, the provisions of the tariffs shall control, then the main body of

¹ MCCs operating subsidiaries: MCC Telephony of Florida, LCC; MCC Telephony of Georgia, LLC; MCC Telephony of Illinois, LCC; MCC Telephony of Iowa, LLC; MCC Telephony of Minnesota, LCC; MCC Telephony of Missouri, LCC; MCC Telephony of the Mid-Atlantic, LCC; MCC Telephony of the Midwest, LCC; MCC Telephony of the South, LCC; and MCC Telephony of the West, LCC.

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this Agreement, then any Rate Plans, then any Service specific terms and conditions accompanying this agreement or located on our website, then the Work Order.

1.3 Changes to the Agreement. We may amend this Agreement (including any tariffs or other applicable terms and conditions appearing at www.mediacomcable.com/phone.html) at any time effective upon posting of the amended terms on our website or effective 10 days after we mail any such amended terms to the address where you receive Service and your continued use of any MCC Services following either such event constitutes your consent to such changes. Our tariffs may also be amended in accordance with applicable law.

2. Use of Services

2.1 Customer to Provide Power Supply. Customer expressly acknowledges that Service does not have its own power source and Customer will be required to provide power supply. Further, Customer acknowledges that under certain circumstances, including a power outage affecting Customer's premises or MCC's network, Service may not be available, including access to 911 emergency services.

2.2 Fixed Location Service. Customer agrees not to use the Service, through any means, at a location other than the service address provided by Customer to MCC. Use at a location other than the service address is not supported by MCC, is not an acceptable use and may result in inaccurate 911 Service information being provided to emergency authorities. Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.

2.3 Compatibility with Home Security Systems and Other Devices. Customer expressly acknowledges that Service may not be compatible with home security systems and that Customer is responsible for contacting the provider of alarm monitoring services to test the compatibility of any alarm system with Service.

2.4 Use for Lawful Purposes. You may use Services for any lawful purpose for single voice-grade line communications and you may not use our Services for business activities (whether for-profit or not-for-profit) that are based on use of a communications channel (e.g., accessing a computer server, chat lines, telemarketing, call center services, directory assistance services, payphone services, medical transcription, facsimile broadcasting or dial-up information services). You are solely responsible for prevention of unauthorized, unlawful or fraudulent use of or access to Services, which use or access is expressly prohibited. You are responsible for any misuse, by any person, of your account. You agree not to resell or redistribute (whether for a fee or otherwise) any Service. MCC reserves the right to request information from you or inspect your use of our Service, and MCC may limit or

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deny Service if we reasonably believe you are using Service in violation of this Agreement or if you fail to provide requested information or permit our inspection. You may only use our Services at the service address provided to MCC and may not move any equipment or facilities which we provide or otherwise use or attempt to use Service under this Agreement from any other location except as expressly provided by MCC.

2.5 Compliance with Law. In using Services, you must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. You may not, and may not permit others to, use any Services to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.

2.6 Service Numbers Are the Sole Property of MCC. You do not have any property rights in our Services, including any telephone number(s), in any other call number designation(s), or in any other addressing scheme(s) associated with or used in connection with MCC's Services. MCC may change any such numbers, designation, or addressing scheme(s) that are assigned to you whenever MCC, in its sole discretion, deems it necessary to do so in the conduct of its business, subject to applicable law.

2.7 Blocking of Service for Misuse. MCC reserves the right to block Services to your Service location without any liability whatsoever, for the following reasons: (1) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (2) nonpayment of bill or deposit, (3) any use that adversely affects MCC's network or others' use of the network; or (4) use of Services in excess of your credit limit (if any).

2.8 Application Process; Credit Checks. To obtain Service, you are required to comply in full with any application process reasonably established by MCC subject to applicable law. This may include, but is not limited to, the execution of a Work Order, payment of a deposit or advance payment in some or all circumstances, and submission to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of MCC, may result in denial of Service. You authorize us to ask consumer and/or commercial reporting agencies, trade references or banking institutions to furnish us with employment and/or credit information. You also

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consent to our periodic rechecking of this information and to our reporting personal and/or business payment and credit history to the appropriate agencies. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send us a written notice describing the specific inaccuracy.

3. Equipment

3.1 MCC-Provided Equipment. MCC's Services are designed to be used with certain types of customer premise equipment ("CPE"), specifically embedded multimedia terminal adapters ("eMTAs"), which will be available from MCC under a separate agreement. Title to all facilities provided in conjunction with this Agreement remains with MCC, its affiliates, or its vendors. You are responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities.

3.2 Customer-Provided Equipment. Customer-provided CPE (including telephones, facsimile machines and other terminal attachments) is solely your responsibility (including all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to MCC CPE or facilities) and MCC has no responsibility of any kind whatsoever for any customer-provided CPE. Except as otherwise agreed to by MCC and you, you are responsible for ensuring that all attached customer-provided CPE conforms to any reasonable specifications required by MCC and MCC may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such specifications.

3.3 Dispatch Fees. You will be responsible for payment of service charges at MCC's standard, hourly rates in effect from time to time for visits by any MCC personnel, contractors, agents or personnel of MCC affiliates to your premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by MCC.

3.4 Prohibition on Equipment Moves. You may not, nor may you permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by MCC, except upon written consent of MCC. MCC is not liable for damages, injury or loss of service caused by actions in violation of this provision; should violation of this provision cause damage or loss to MCC, you will be liable for such damage or loss.

3.5 Access or Modifications to Network Devices. Proper installation of Services may require MCC to access, modify or disconnect the Network Interface Device,

other equipment or facilities performing similar functions (“NID”) installed by your prior provider. Should you subsequently terminate Service with MCC, you may incur charges from another service provider to reconnect or modify the NID. MCC is not liable for any such charges incurred as a result of MCC’s need to access, modify or disconnect the NID.

4. Customer Premises. You shall provide, without cost to MCC, any necessary access, space, conduit, and electric power required to terminate the Services at your premises. You shall arrange for MCC, or other providers as required, to have access to your premises at all reasonable times for purposes of Service installation, termination, maintenance, inspection and repair. You shall be solely responsible for any damage to or loss of MCC equipment while on your premises, unless such damage is caused by the gross negligence or willful misconduct of MCC, its employees, subcontractors or agents.

5. Non-Routine Maintenance and Installation

5.1 Non-Routine Maintenance Charges. At your request, MCC may perform installation or maintenance on weekends or times other than during normal business hours; however, you may be assessed reasonable, additional charges based on MCC’s actual incurred labor, material or other costs for such non-routine installation or maintenance.

6. Installation Costs Outside a Service Territory. To the extent permitted under applicable law, MCC reserves the right to limit the territories where it provides Service. If you request Service in a location where it is unavailable, MCC, at its option, may provide such Service if it is permitted under applicable law, Service is technically feasible and you agree to share in the capital cost of any required construction. Charges for new facilities construction are not in lieu of, and you remain responsible for, all customary installation charges.

7. Interruption. MCC, without incurring any liability whatsoever, may make “Scheduled Interruptions” (i.e., interruptions of Service scheduled in advance for maintenance, testing or other administrative purposes) at any time (i) to ensure your compliance with this Agreement; (ii) to ensure proper installation and operation of your and MCC’s equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If your Service must be interrupted due to maintenance, MCC will use commercially reasonable efforts to notify you in advance, if possible, via a website prescribed for scheduled outage messages.

8. Service Commencement, Acceptance

8.1 Billing Commencement. Billing for Services will commence as of the date we notify you that the requested Service is available for use. You may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in this Agreement, an applicable tariff or other applicable terms and conditions.

8.2 Cancellation Charges. Except as otherwise set forth herein, if you cancel a Work Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) you will be obligated to pay MCC's reasonably incurred, actual expenses associated with such cancellation. If a Work Order is cancelled less than one business day prior to scheduled initiation of Service, you may experience loss of dial tone for which MCC is not responsible.

9. Rate Plans, Billing and Payments

9.1 Rate Plans; Rate Plan Changes. The rates and charges due for the Services provided by MCC are set forth in an applicable tariff and/or the Rate Plans that may accompany your Welcome Package, each a part of this Agreement. Applicable tariffs and Rate Plan information (along with a copy of the Agreement) is maintained at MCC's local business offices. You may contact us at 1-866-746-7312 to obtain a copy of our Rate Plans and/or this Agreement. We may charge you for copying, handling and postage charges we incur. We reserve the right to make non-substantive changes (i.e., those that do not affect the terms or conditions of Service, e.g., the correction of typographical errors or the manner by which we deliver Service) to the Rate Plan(s) without notifying you; however, to the fullest extent required by law we will provide you notice of rate changes or other substantive changes in any manner permitted under this Agreement. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible. As permitted herein, we may change the rates or add new products with prices, or we may delete products or prices.

9.2 Responsibility for Your Account. You are responsible for paying all charges to your account, including, but not limited to, features, international long distance, directory and operator or directory assistance charges, monthly recurring charges ("MRC(s)"), nonrecurring charges, and all taxes, surcharges and fees (as described in Section 10 below) determined by us to be imposed on you or us as a result of use of Services on your account or the purchase of goods. If you subscribe or activate Service on behalf of another but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as

though you had activated Service on your own behalf. We may assume that any person able to provide your name, address, and account number or other selected information about you which is not publicly available is authorized by you to receive information about and make changes to your account, including adding new Services.

9.3 Payment Due Dates. You shall be responsible for payment of all charges for any and all use of or access to Services provided to you, including any unauthorized, unlawful or fraudulent use or access. Unless otherwise provided in this Agreement or otherwise required by applicable law, all amounts stated on each monthly invoice are due and payable to MCC (at the address provided in the invoice) on the due date set forth in the invoice and charges for Services will be billed to you on a monthly (30 day) basis. MRCs are billed in advance and any nonrecurring charges are billed in arrears.

9.4 Discontinuance or Termination for Payment Default. MCC, at its sole option, may discontinue or terminate Services without any liability whatsoever in the event you fail to pay any invoice within thirty (30) calendar days after the invoice due date, subject to five (5) business days' prior written notice with respect to an unpaid bill and twelve (12) business days with respect to an unpaid deposit or as otherwise required by law. Termination of Services by you or MCC for any reason whatsoever will not relieve you of your payment obligations for all Service charges incurred by you through the date of termination. You will be liable for all costs of collection, including reasonable attorney's fees and charges for travel.

9.5 Bill Disputes. In the event of a dispute concerning a bill, MCC may require you to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, MCC will investigate the dispute promptly, advise the Customer of the investigation and its result, and attempt to resolve the dispute. The Company shall not Terminate Service until the investigation is completed and the Customer is informed of the findings of fact. **Unresolved disputes shall be handled in accordance with the binding arbitration terms of Section 12 below.**

9.6 Late Payment Charges. Subject to limitations under applicable law, a charge of up to five dollars (\$5.00), or the maximum permitted by law in your state, will be applied to your invoices for Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00).

9.7 Deposit Requirements. To safeguard its interests, MCC may require you to make a deposit at any time based on your creditworthiness subject to limitations

under applicable law. Written notice shall be mailed advising you of any new or additional deposit requirement. You shall have no less than twelve (12) days from the date of mailing to comply. A deposit does not relieve you of your responsibility for the prompt payment of bills on presentation. If you fail to comply with the deposit requirement, your Service may be disconnected under the provisions of the written notice as stated in this Agreement.

9.7.1 Deposit Amount. The deposit shall not exceed the maximum charges for two (2) months of Service or the total combined amount of your prior two monthly bills, whichever is greater, subject to any limitations under applicable law on deposit amounts.

9.7.2 Return of Deposit. Upon discontinuance of service, MCC shall promptly and automatically refund your deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for Service furnished by MCC.

9.7.3 Interest on Deposits. Deposits will accrue interest annually at the rate prescribed by applicable regulatory authorities. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to your account, or to the date your bill becomes permanently delinquent. Interest on deposits may be paid to you periodically as required by law.

9.7.4 Automatic Deposit Refunds. MCC shall annually and automatically refund the deposits of customers who have paid bills promptly for twelve (12) consecutive months or as required by applicable law.

9.8 Returned Check Fee. You will be charged the maximum amount permitted by applicable law up to thirty dollars (\$30.00) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

9.9 Payment by Credit or Debit Card. If authorized by you, MCC will charge all amounts payable related to Service to your credit or debit card in accordance with the card information you furnish. By providing a credit or debit card number to MCC, you authorize us to continue charging the credit or debit card for all monthly and other fees and charges (including applicable taxes and surcharges) that you owe related to the Service. Monthly service, equipment and other recurring fees and charges may be charged up to one month in advance of the first day of the month for which the charges relate. Customer agrees to inform MCC immediately of any change in credit card or debit card information (including a change in expiration date). If MCC does not receive payment from your credit or debit card issuer, you agree to pay all amounts due on demand. The same rules for discontinuation of

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service for nonpayment apply for credit or debit card payments as apply for other methods of payment. You must use the same method of payment to pay for Services covered by this Agreement as you use to pay for other services provided by other MCC affiliates, including Internet access and video services.

9.10 Customer Billing; Invoice Detail. The monthly charge for Services will be billed in advance on a separate line item appearing on the same invoice used to bill for all Mediacom services. Taxes, surcharges and fees related to monthly Service will also be billed in advance. Non-recurring charges (such as charges for international calls, Operator Services and Directory Assistance) will be billed in arrears. MCC will post call detail information (including time, date, called number and length of call) for each customer's account on the 'My Account' section at www.mediacomcable.com/phone.html. Customer consents to receiving/reviewing this call detail information online. Customer acknowledges that he or she has received information on how to access account information online, and that he or she has the necessary hardware and software to access this information. Customer understands that he or she may contact MCC at 1-866-746-7312 to request a paper copy of the call detail information.

9.11 Reconnection Fee for Terminated Service. After MCC has terminated Services for any reason allowed by this Agreement, MCC may restore any terminated Service upon your request as long as past due amounts are paid. However, to the extent permitted by law, MCC may charge you a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

10. Taxes and Surcharges

You are responsible for the payment of any and all international, federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, surcharges, taxes or fees passed through to MCC from an international cell phone provider and all other applicable fees and taxes, which we determine to be imposed on you or us as a result of use of Services on your account or the purchase of goods. All such taxes and surcharges will be billed by MCC as separate line items or categories on your invoice and are not included in any rates set forth in this Agreement.

11. Discontinuation and Suspension

11.1 Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be

settled or specific action taken. The final date shall not be less than five (5) days after the notice is rendered. The notice shall be considered rendered to you when deposited in the U.S. mail with postage prepaid or, if delivery is by other than U.S. mail, when delivered to your last known address. The notice will include a toll-free or collect number where an MCC representative qualified to provide additional information about the disconnection can be reached.

11.2 Reasons for Refusal or Disconnection of Service. Unless otherwise stated, you will be provided notice of the pending disconnection and the violation that necessitates disconnection. You will be provided five (5) days' written notice prior to discontinuance unless otherwise indicated. Service may be refused or disconnected:

- (a) **Without notice** in the event a condition on your premises is determined by MCC to be hazardous.
- (b) **Without notice** in the event of your use is in such a manner as to adversely affect MCC's equipment or MCC's service to others.
- (c) **Without notice** in the event of tampering with equipment furnished and owned by MCC.
- (d) **Without notice** in the event of unauthorized use.
- (e) For violation of, or noncompliance with, this Agreement or applicable law.
- (f) For your failure to furnish any service equipment, permits, certificates, rights-of-way or access or other contractual obligations imposed on you as conditions of obtaining Service under this Agreement.
- (g) For your failure to permit MCC reasonable access to its equipment and facilities.
- (h) For nonpayment of bill or deposit in accordance with Section 9.4 above.
- (i) **Termination by Customer.** Except as otherwise stated in this Agreement, you may terminate Service upon prior written notice or telephone call to MCC requesting that termination be scheduled.

12. Customer Complaint Procedures, Binding Arbitration

12.1 Binding Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES THAT ARE NOT OTHERWISE RESOLVED PURSUANT TO REASONABLE, GOOD

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FAITH EFFORTS THROUGH ARBITRATION INSTEAD OF THROUGH THE COURTS. ARBITRATION IS FINAL, BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION 12 SHALL SURVIVE TERMINATION OF OUR AGREEMENT.

12.2 Customer Complaints. You may initiate a complaint with MCC on any matter by telephone, in writing or in person at any of MCC's offices. MCC's response to the complaint will generally be in the same format used by you. You may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If you are still not satisfied, you should document the complaint with sufficient detail to investigate the complaint and send the complaint to the local MCC business office at the address listed in your invoice. You agree to reasonably cooperate with us in the resolution of any complaint.

12.3 Arbitration of Disputes. In order to expedite resolution and control the cost of disputes, any legal or equitable claim (referred to as a "Claim") by Mediacom, Customer or any User that directly or indirectly results from, arises out of or relates to this Agreement or the Services (including any advertising or promotion of the Services) will be resolved as described under this caption. This applies to all such Claims, whether based on contract, common law, constitutional provision, statute, regulation, ordinance, tort (including negligence or fraud or other intentional tort) or any other legal or equitable theory, and whether arising before or after the effective date of this Agreement. The term "Customer/User" means Customer or any User, whoever has a Claim. The fact that any of the following provisions refers to any User other than Customer does not create on the part of any User any right, remedy, claim or cause of action that it otherwise would not have under the express terms of this Agreement or imply that any Mediacom party has any obligation or liability to any User other than Customer.

Informal Resolution. MCC and Customer (for himself or any User) will first try to resolve any Claim informally. Accordingly, except for Claims described under "Certain Rights Are Not Affected" below, a formal proceeding may not be commenced for at least 60 days after one party notifies the other of a Claim in writing. If Customer initiates the Claim (for himself or any User), then Customer must send the written notice to General Counsel, MCC Telephony, L.L.C., 100 Crystal Run Road, Middletown, New York 10941. If MCC initiates the Claim, then we will send Customer the notice to Customer's e-mail or postal address on our account records.

Formal Resolution by Arbitration. Except as provided under "Certain Rights Are Not Affected" below, if Mediacom and Customer cannot resolve a Claim informally, the Claim will be resolved only by binding arbitration. The arbitration will be

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conducted under the procedures and rules stated under this caption and the following applicable rules of the American Arbitration Association (the “AAA”) that are in effect at the time the arbitration is initiated (referred to as the “AAA Rules”):

For any Claim involving \$10,000 or less, the AAA Consumer Arbitration Rules; or

For any Claim involving \$10,000 or more, the AAA Commercial Arbitration Rules.

If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. To start arbitration, MCC or Customer/User must do the following things:

Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered.

Send three copies of the demand for arbitration plus the appropriate filing fee to: American Arbitration Association, 13455 Noel Road, Suite 1750, Dallas, Texas 75240-6636.

Send one copy of the demand for arbitration to the other party. For this purpose, any Claim by MCC against or involving any User shall be effective if sent to Customer.

If Customer/User fails to contact MCC within one year of the date of the occurrence of the event or facts giving rise to a dispute, Customer/User waives the right to pursue, in any forum, including arbitration or courts, a claim based upon such event, facts or dispute.

ARBITRATION MEANS THAT CUSTOMER/USER WAIVES CUSTOMER/ USER'S RIGHT TO A JURY TRIAL. ARBITRATION MAY ALSO MEAN THAT CUSTOMER/USER'S OR OUR OTHER RIGHTS (INCLUDING “DISCOVERY” RIGHTS AND THE KINDS AND AMOUNTS OF DAMAGES CUSTOMER/USER MAY BE AWARDED) MAY BE MORE LIMITED OR OTHERWISE DIFFERENT FROM THOSE THAT WOULD BE AVAILABLE IN A TRIAL BEFORE A COURT.

Limitation of Available Damages, Including Punitive or Exemplary Damages, and Attorneys’ Fees. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MCC AND CUSTOMER/USER EACH AGREES THAT THE ARBITRATOR MAY AWARD ONLY DAMAGES SPECIFICALLY

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PROVIDED FOR IN THIS AGREEMENT WHICH ARE SUPPORTED BY ADMISSIBLE EVIDENCE. THE ARBITRATOR CANNOT AWARD DAMAGES THAT ARE NOT EXPRESSLY AUTHORIZED BY THIS AGREEMENT. THE ARBITRATOR ALSO CANNOT AWARD ATTORNEYS' FEES. MCC AND CUSTOMER/ USER EACH WAIVES ANY CLAIM FOR AN AWARD OF DAMAGES OR ATTORNEYS' FEES THAT ARE EXCLUDED UNDER THIS AGREEMENT OR IN EXCESS OF ANY LIMIT CONTAINED IN THIS AGREEMENT. Notwithstanding the foregoing, should it become necessary to resort to court proceedings to enforce a party's compliance with the dispute resolution and arbitration process set forth herein, and the court requires compliance, then all of the costs and expenses, including reasonable attorneys' fees, incurred by the party requesting such enforcement shall be reimbursed by the non-complying party to the requesting party.

Class Actions Are Precluded. All parties to the arbitration must be individually named. To the maximum extent permitted by applicable law, MCC and Customer/User agree that there shall be no right or authority for any claims to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported or representative capacity on behalf of the general public (such as a private attorney general), other subscribers, persons similarly situated. CUSTOMER/USER UNDERSTANDS AND ACKNOWLEDGES THAT BY CONSENTING TO SUBMIT CLAIMS TO ARBITRATION PURSUANT TO THIS AGREEMENT, CUSTOMER/USER MAY BE FORFEITING HIS, HER OR ITS RIGHT TO COMMENCE OR SHARE IN ANY AWARDS IN ANY SUCH CLASS, CONSOLIDATED OR REPRESENTATIVE ACTIONS.

Certain Rights Are Not Affected. This Agreement does not prevent either party from seeking interim injunctive relief from a court in order to preserve the status quo or to protect assets until the arbitration has been commenced and the arbitrator has an opportunity to consider the matter of interim relief. This Agreement also does not prevent either party from resorting to court proceedings to enforce a party's compliance with the dispute resolution and arbitration process set forth herein. In addition, either party seeking only equitable remedies involving a breach of obligations relating to ownership or protection of intellectual property rights may seek such remedies in the federal or state courts having jurisdiction over the party against whom that relief is sought. Nothing in this Agreement shall affect our ability to suspend or terminate Service for nonpayment of amounts owed to MCC at the time due or otherwise as provided in this Agreement. Furthermore, nothing in this Agreement will prevent MCC from bringing an action in a court having jurisdiction over Customer/User in order to collect any unpaid amounts or from seeking to recover its collection costs, including attorneys' fees.

Certain Arbitration Rules and Procedures. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at <http://www.adr.org> or by contacting the AAA at the address of page 30. The arbitration will be based on written submissions of the parties and the documents relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephone or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration shall take place at a location that the AAA selects in the state in which Customer's premises are located. Any arbitration shall remain confidential. Neither Customer/User nor MCC may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award. Both Customer/User and MCC have the right to be represented by counsel in an arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. In the arbitration proceeding, the arbitrator must follow the governing law specified below in this Agreement and any award may be challenged if the arbitrator fails to do so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction.

Fees and Expenses of Arbitration. Customer/User must pay the applicable AAA filing fee when Customer/User submits a written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules, except that for claims of less than \$1,000, Customer/User will only be obligated to pay a filing fee of \$20 and MCC will pay all of the AAA's other costs and fees. If Customer/User elects an in-person arbitration process, Customer/User must pay his, her or its share of the higher administrative fee and the additional costs for this process. Unless applicable substantive law mandatorily provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party may, however, seek to recover the AAA's fees and the expenses of the arbitrator from the other party.

12.4 Disputes May Be Submitted to Governmental Authorities. Disputes may also be reported to and resolved by state and federal regulators and/or Attorneys General. Disputes that fall within the exclusive jurisdiction of a state or federal regulatory body and/or Attorney General are not subject to binding arbitration.

13. Limitations and Exclusions of Liability. EXCEPT AS CAUSED BY ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, MCC'S LIABILITY WITH RESPECT TO ANY ACTION, CLAIM, JUDGMENT, DAMAGES, DEMAND, LIABILITY OR EXPENSE (INCLUDING REASONABLE

ATTORNEYS' FEES) (I) BROUGHT OR INCURRED BY YOU, BY YOU OR ANY USER, OR BY ANY OTHER PARTY IN CONNECTION WITH THE INSTALLATION, CANCELLATION, PROVISION, PREEMPTION, TERMINATION, MAINTENANCE, REPAIR OR RESTORATION OF SERVICE (INCLUDING 911 SERVICE, E911, OPERATOR SERVICES, DIRECTORY ASSISTANCE AND DIRECTORY LISTING SERVICE); OR (II) ARISING FROM ANY PERFORMANCE FAILURE, WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE SERVICE CHARGES INCURRED BY YOU FOR THE MONTH DURING WHICH THE SERVICE WAS AFFECTED. SUCH AMOUNT WILL BE IN ADDITION TO ANY AMOUNTS THAT MAY OTHERWISE BE DUE YOU AS CREDITS OR CREDIT ALLOWANCES PURSUANT TO THE PROVISIONS OF SECTION 17 HEREOF. NOTICE IS PROVIDED BY THIS AGREEMENT THAT THE SERVICE IS NOT PROVIDED OVER AN INDEPENDENTLY POWERED SYSTEM; ACCORDINGLY, SERVICE INTERRUPTION DUE TO LOSS OF ELECTRICAL POWER IS NOT A PERFORMANCE FAILURE UNDER THIS SUBPARAGRAPH. MCC SHALL HAVE NO LIABILITY FOR LOSS OF USE OR ANY OTHER DAMAGES CAUSED BY A FAILURE OF ELECTRIC POWER. EXCEPT AS CAUSED BY ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, MCC SHALL NOT BE LIABLE FOR THE LOSS OF PRIVACY OF ANY ACCOUNT OR BILLING INFORMATION COLLECTED, OBTAINED, STORED, OR PROVIDED UPON REQUEST BY A PERSON ASSERTING A RIGHT TO OBTAIN SUCH INFORMATION, OR FOR ANY DAMAGES RESULTING FROM THE RELEASE, LOSS, OR THEFT OF SAME.

IN NO EVENT WILL MCC BE LIABLE FOR LOSS OF PROFITS (EVEN IF MCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS) OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EMOTIONAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING, DIRECTLY OR INDIRECTLY, FROM OR IN CONNECTION WITH THE PROVISION OF SERVICES (INCLUDING ANY 911 SERVICE, E911, OPERATOR SERVICES, DIRECTORY ASSISTANCE AND DIRECTORY LISTING SERVICE) PROVIDED HEREUNDER.

EXCEPT AS CAUSED BY ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, MCC WILL NOT BE LIABLE FOR DEFAACEMENT OF OR DAMAGES TO CUSTOMER'S PREMISES OR FOR ANY PERSONAL INJURY OR DEATH ARISING, DIRECTLY OR INDIRECTLY, FROM THE FURNISHING OF SERVICES (INCLUDING 911 SERVICE, E911, OPERATOR SERVICES, DIRECTORY ASSISTANCE AND DIRECTORY LISTING SERVICE), INCLUDING THE INSTALLATION OR REMOVAL OF ANY FACILITIES, EQUIPMENT OR WIRING ASSOCIATED THEREWITH. EXCEPT

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AS OTHERWISE AGREED TO BY MCC, YOU ARE SOLELY RESPONSIBLE FOR CONNECTING ANY AND ALL APPARATUSES, EQUIPMENT AND ASSOCIATED WIRING ON CUSTOMER'S PREMISES TO THE SERVICES, AND NO OTHER CARRIER OR THIRD PARTY ENGAGED IN SUCH ACTIVITY IS TO BE DEEMED TO BE AN AGENT OR EMPLOYEE OF MCC.

ANY ACTION OR CLAIM AGAINST MCC ARISING FROM ANY OF ITS ALLEGED ACTS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT WILL BE DEEMED WAIVED IF NOT BROUGHT OR MADE IN WRITING WITHIN SIXTY (60) DAYS FROM THE DATE THAT THE ALLEGED ACT OR OMISSION OCCURRED EXCEPT AS OTHERWISE PROVIDED HEREIN OR BY APPLICABLE LAW.

YOUR SOLE REMEDY FOR MCC'S FAILURE TO INSTALL SERVICES IS TO CANCEL THE SERVICES WITHOUT LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL MCC'S LIABILITY UNDER THIS AGREEMENT, INCLUDING TO THE EXTENT PERMITTED BY LAW ITS LIABILITY FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, EXCEED THE TOTAL AMOUNT OF CHARGES INCURRED BY YOU FOR SERVICES PROVIDED HEREUNDER UP TO A MAXIMUM LIABILITY OF ONE THOUSAND DOLLARS (\$1,000).

WE INTEND FOR THE FOREGOING LIMITATIONS AND EXCLUSIONS OF OUR LIABILITY TO APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THIS SECTION 13 WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

14. Disclaimers. MCC WILL HAVE NO LIABILITY WHATSOEVER TO YOU, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR ASSIGNEES, OR TO ANY OTHER PERSON FOR (I) DAMAGES ARISING OUT OF ANY OTHER PROVIDERS' PERFORMANCE FAILURE INCLUDING DISRUPTION OF ELECTRICAL POWER WHICH RESULTS IN AN INABILITY TO USE THE SERVICE; (II) ANY ACT OR OMISSION OF ANY THIRD PARTY FURNISHING EQUIPMENT, FACILITIES OR SERVICE TO YOU IN CONNECTION WITH THIS AGREEMENT OR WITH THE SERVICES; OR (III) ANY OTHER ACT OR OMISSION OF ANY OTHER PROVIDER, CUSTOMER OR THIRD PARTY RELATED TO THE USE OR PROVISION OF SERVICES HEREUNDER.

MCC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF

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MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MCC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR FREE, SECURE, VIRUS FREE OR WITHOUT INTERRUPTION. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF EQUIPMENT AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS SECTION 14 WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

15. Indemnification. You shall defend, indemnify and hold MCC (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities and expenses, including reasonable attorneys' fees, ("Claims") resulting from injury to or death of any person (including injury to or death of employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by (i) any act or omission on the part of you, your agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any unlawful use of Services (as described below). MCC will exercise reasonable efforts to notify you promptly of written Claims or demands for which you are responsible hereunder. MCC and you shall cooperate with one another (at your expense) in the course of such indemnification, and you will have the right to control such defense and the right to litigate, settle, appeal (provided you pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said Claim does not result in any liability whatsoever to MCC. MCC will have the right to assume its own defense and settlement of any Claim upon notice to you, whereupon you will be relieved of your indemnification obligations with respect to that Claim (but not with regard to any other Claim). THIS SECTION 15 WILL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

16. Unlawful Use of Services. The uses or activities in subparagraphs a-e below are considered unlawful uses of the Services and MCC may, upon a good faith belief that any such uses are occurring from your premises, on your account, or by you or any user, suspend your account without incurring any liability to you or user. Your defense and indemnification obligations set forth in Section 15 foregoing also include Claims arising from or in connection with:

(a) Libel, slander, harassment or invasion of privacy resulting from the use of the Services by you, any user, or any other person;

(b) Infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by you or (b) by any other person using the Services provided to you or to your location; or (ii) from the combination of your use of Services with CPE or other facilities or services provided by you or any third party;

(c) The transmission of any indecent, obscene or otherwise unlawful content by you or any user of the Services;

(d) Use of the Services that interferes with, endangers or adversely affects the operations of MCC's network or Service, provided by MCC to any other person; and

(e) Any unauthorized, unlawful, or fraudulent use of or access to the Services provided to you or any user.

17. Credits and Credit Allowances. If any MCC-provided Service has an "Interruption(s)" (i.e., a disruption of Service such that your Service becomes unusable, other than a Scheduled Interruption), any credits to your recurring charges, if any, for Services, will be granted subject to state law and/or the terms of the tariff which applies to the Services you purchase from us, if any ("Credit(s)").

Except as otherwise set forth herein, your sole and exclusive remedy for any and all "Performance Failure(s)" (i.e., any disruption, degradation, or failure of Service, including any Interruption, but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service (or in the provision thereof) which consists of or gives rise to Interruptions is Credits to the extent available under this Section 17; for any other Performance Failures or in the event Credits are unavailable (due to the fact, for example, that you do not incur any fixed monthly charges), your sole and exclusive remedy in lieu of said Credits will be an immediate right to terminate Services.

18. Force Majeure. MCC is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes, insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to Customer's premises or any portion of MCC's facilities, disconnection or unavailability of any other provider's facilities, capacity or services, acts of third parties unrelated to MCC or

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related to MCC but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any changes in law, regulations or other directives, actions or requests of any governmental authority.

19. Miscellaneous

19.1 Privacy. We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of Mediacom automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena.

19.2 Cooperation. You shall cooperate with MCC to the extent necessary for MCC to discharge its obligations hereunder and as reasonably requested by MCC.

19.3 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflicts of law principles and any applicable federal law.

19.4 Assignment. We may assign all or part of this Agreement without such assignment being considered a change to the Agreement and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior consent.

19.5 No Third Party Beneficiary. This Agreement does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than MCC or you.

19.6 Severability. The provisions in this Agreement are severable and in the event any court or regulatory body finds any provision or provisions invalid all other provisions remain in effect.

19.7 Capacity; Authority. You represent that you are legally competent to enter into this Agreement and have the authority to order Service at the Service address, that you are over 18 years old, and that you are not aware of any disability that would prevent you from entering into this Agreement.

19.8 Waiver of Claims. If we do not enforce a claim or right, this does not amount to a waiver of our right to enforce such a claim or right.

19.9 Entire Agreement. This Agreement (together with any other documents directly or indirectly referenced herein, e.g., the tariffs, Work Orders, Rate Plans, and any Service-specific terms and conditions located on our website) are an integral part of this Agreement, and together this Agreement and such other documents represent the entire agreement between you and us relating to the subject matter of this Agreement, which may only be amended as described in this Agreement. In the event the Services provided to Customer are no longer governed by a tariff filed with the proper state authority, either because MCC in its sole discretion has determined to remove such tariff or for other reasons, Customer acknowledges that this Agreement continues to cover the provision of Services on a stand-alone basis. This Agreement supersedes any prior written or oral understanding between you and us. Any other subscription or customer agreement or terms and conditions relating to your cable television or cable Internet service (which are not addressed in this Agreement) remain in full force and effect.

Subscriber Privacy Notice

Why Is Mediacom Providing This Notice?

Companies controlled by Mediacom Communications Corporation operate cable television systems. Through these cable facilities, they provide Customers with cable television programming services, Internet access and phone services. Not all services may be available in your local cable system.

The Cable Communications Policy Act of 1984, as amended, (which we refer to as “the Cable Act”) contains restrictions on the disclosure and use by cable operators of personally identifiable information about subscribers to cable television or certain other services. Other federal law may also apply to some services, including the Electronic Communications Privacy Act of 1986, as amended, (called “the ECPA” in this notice) and section 702 of the Federal Telecommunications Act of 1996, as amended, (“Telecommunications Act”). This notice informs subscribers of our policies regarding personally identifiable information and other private information we obtain in the course of providing our services, which are subject to the privacy provisions of the Cable Act or the Telecommunications Act.

Those services currently consist of our cable television service, our Mediacom Online® Internet access service and Mediacom Phone® digital telephone service. Not all of these services may be available in your local cable system. Our policies are intended to conform to the requirements of the Cable Act, the Telecommunications Act and any other applicable law. The terms “**Mediacom**,” “**we**,” “**our**” or “**us**” refer to any company that is controlled by Mediacom Communications Corporation, a Delaware corporation and through which you subscribe to any cable or other service covered by the privacy provisions of the applicable laws or regulations.

This notice tells you our policies regarding:

- The kinds of personally identifiable information we collect.
- How we use that information.
- The nature, frequency and purpose of any disclosure we may make of that information and the types of persons and entities to which the disclosure may be made.
- The period during which we will keep that information.
- The choices available to you regarding collection, use and disclosure of that information, including the times and place at which you may have access to that information.
- Certain rights you may have regarding that information.

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As the term suggests, information is “personally identifiable” if it can be used to identify or contact an individual, such as his or her name and address or telephone number. It can also include other information such as data about an individual’s activities or transactional history of that individual when such other information is actually linked to personally identifiable information.

Information related to phone service, such as information about the quantity, type, destination, location and amount for use of phone services, when matched to personally identifiable information such as your name, address and telephone number, is known as Customer Proprietary Network Information or CPNI. If you are a customer of our phone service, you have the right and Mediacom has the obligation to protect the confidentiality of CPNI in accordance with applicable law.

Information that does not permit an individual to be identified or contacted is not “personally identifiable information” and is also not considered to be “CPNI.” Among other things, this means that if we separate data about your activities from your name or other data that is personally identifiable, then that data is not “personally identifiable information.” For example, we might compile data we have about our Mediacom Online® customers into aggregate or other anonymous forms, such as the monthly average number of customers who use the service to visit travel-related websites.

Our policies described in this notice apply to personally identifiable information about you or CPNI that you furnish or we otherwise collect in the course of providing you with one of our services referred to in this notice. It applies to such information whether we obtain it “online” (such as when you subscribe for our cable service on a website we operate) or “offline” (such as when you subscribe for our cable service using the telephone or a paper order form). Please note, however, that if you use a website we operate for purposes of our cable or other services, then additional online privacy policies may apply that cover topics unique to that website usage, such as use of “cookies” or other technology for tracking Internet usage. You can review the online policy by clicking on the “Privacy Policy” link appearing at the bottom of the home page of the relevant website.

Some of our services, including Mediacom Online® Internet access service, interactive cable television programming and phone services, may allow you to interact with companies and individuals that are independent of Mediacom. By using those services, you may enable these companies or individuals to independently learn personally identifiable information about you. The policies in this notice do not apply to personally identifiable information that you provide to any of these third parties or that they collect independent of us. These third parties may have their own privacy

policies, but Mediacom is not responsible or liable for the contents of such policies, disclosure of such policies or failure to follow those policies.

Types of Personally Identifiable Information We Collect

We collect personally identifiable information about you with your prior written or electronic consent or when necessary to obtain information in order to render a service you receive or to detect unauthorized reception of cable communications. This personally identifiable information may include, but is not necessarily limited to, the following:

- Name
- Home and work e-mail and postal addresses
- Telephone numbers

Other information such as:

- Social Security number
- Driver's license number
- Credit or debit card numbers and expiration dates
- Bank account information for billing purposes
- Payment history and credit reports

These can become personally identifiable information when directly linked to other information such as a name.

Also, depending on the services we provide, we may collect other information such as:

- Information on the number, location within your home and configuration of television sets, converters, modems, personal computers, telephones or other service-related equipment or devices in your home.
- Maintenance and repair records for the equipment in your home used for the services.
- The services and service options you have chosen.
- Information about your satisfaction or usage of a service that we obtain from subscriber interviews or questionnaires or other feedback from you.
- Record of whether you rent or own your home so that we can obtain any permission required prior to installing our cable or equipment.
- Customer correspondence (via e-mail or otherwise).
- A record of any violations and alleged violations of the agreements, terms, conditions or policies that govern your use of our services.

CPNI We Collect

With respect to phone service, personally identifiable information, when combined with certain type of usage information, is considered CPNI. Examples of such

information, typically available from phone-related details on your monthly bill, include items such as:

- Location of service
- Technical configuration of service
- Type of service and/or quantity of service
- Amount of use of service
- Calling patterns
- Call detail records
- Other information which may appear on your bill

We collect CPNI for the purpose of our provision to you of the phone services from which this information is derived; or services necessary to, or used in, the provision of these services, including the publication of directories. The Telecommunications Act prohibits us from using CPNI for any purposes other than those listed above except as permitted or required by law or with your approval.

For What Purpose Would Mediacom Use Personally Identifiable Information?

In general, we use personally identifiable information as necessary to render our services to you, to detect unauthorized reception of cable programming and for tax, legal, accounting and other purposes related to our business of providing our services to Customers, including, but not limited to, the following:

- To make sure you are being billed properly and pay for the services you receive.
- To send you pertinent announcements about the Mediacom services you receive.
- To improve the quality of Mediacom's services.
- To answer questions from Customers such as troubleshooting.
- To send promotional material or information to you about other products and services available from Mediacom or others, subject to applicable law and any "opt-out" choice you make as described below in this document.

As a necessary incident of providing certain services such as Mediacom Online[®] Internet access service, transactional video products such as pay-per-view or video on demand, any video service that uses a set-top box, or Mediacom Phone[®] digital phone service, our computer systems automatically capture and store information that may include, but is not limited to, your viewing selection, including date and time; the websites you visit; the dates, times and length of your Internet visits or telephone calls; the Internet or e-mail addresses or telephone numbers that you

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communicate with; and the text of e-mail or other electronic communications you send or receive using our Internet access service. Any personally identifiable information that may be derived from these logs is subject to the policies described in this notice and to our obligations under the ECPA and other applicable law.

Disclosure of Personally Identifiable Information by Mediacom

We may make certain disclosures to third parties of personally identifiable information about you. Disclosures to governmental entities as required by law or a subpoena or legal process are discussed below under the caption “**Disclosure to Governmental Agencies or Otherwise Required by Law or Legal Process.**”

Under this caption, we address disclosure under other circumstances.

We may disclose personally identifiable information about you with your prior written or electronic consent. As permitted by the Cable Act, Mediacom from time to time may disclose, without such consent, personally identifiable information about you if necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided to you. The kinds of persons or entities to which we may make such disclosures include, but are not necessarily limited to, the following:

- Persons or entities that control, are controlled by or under common control with Mediacom.
- Independent third party contractors with whom Mediacom has an ongoing business relationship to provide components of the services we provide to customers.
- Billing services, collection agencies and credit agencies.
- Installation contractors and subcontractors.
- Sales representatives used to market our services.
- Accountants, lawyers, consultants and other professionals we or our affiliated companies use in our businesses.
- Cable programming or content suppliers and program guide distributors.

In addition, Mediacom or its affiliates may need to disclose such information in connection with an actual or potential direct or indirect transfer of ownership or interest in all or part of the business we conduct to the potential or actual purchaser, investor or other party and their respective attorneys, accountants and advisors. This kind of transaction could take the form of a merger, sale of stock or assets, formation of a joint venture, investment or some other structure.

Information we disclose for purposes relating to billing and levels of service usage is generally provided on a monthly basis. Information for other purposes is provided as it is needed.

As permitted by the Cable Act, we may also from time to time disclose lists of our subscribers to third parties for purposes other than those referred to above. Those lists may contain your name and address, so long as we have given you the opportunity to prohibit or limit such disclosure and we do not also reveal, directly or indirectly, the extent of any viewing or other use of the services we provide to you or the nature of any transaction you make using those services. This permits us, among other things, to disclose your name and address to charities, advertisers, direct mail marketers and telemarketers for use in telephone or mail solicitations, market research or other purposes. You have the right to elect not to be included on such a list. If you do not desire to be included on any such list, you may “opt out” by completing the “Mailing List Opt-Out Form” that is included with this notice. (Your election to opt-out of disclosure to non-cable related third parties affects only disclosure under that circumstance and not any other.)

If you use the Mediacom Online® Internet access service or our phone service to send or receive an e-mail message or other electronic communication, the ECPA permits us to access the content of those communications. It also permits us to disclose such information to an addressee or intended recipient (or his or her agent); to a person involved in forwarding such information to its destination or when it is necessarily incident to providing service or to protect our rights or property; or to any one with the consent of the subscriber or an addressee or intended recipient (or his or her agent).

Use or Disclosure of CPNI

Except as required by law, we do not disclose this information to third parties. We do use this information to offer you new communications-related services and pricing plans. **If you do not want us to use your CPNI for these purposes, please call the customer service number listed on your monthly bill or send us a written notice stating your request to: Mediacom, P.O. Box 4610, Middletown, NY 10941.**

If you would like us to offer you information on video, non-communications services or our bundled offers, please contact us in any of the same ways. Consenting to allow us to use your CPNI will help us to offer you our newest offerings and services. Your consent will remain in effect until you notify us you want to revoke or change it. Any action you take to deny or restrict approval to use your CPNI will not affect our provision, now or in the future, of any service to which you subscribe. You may compel us to disclose CPNI to any person upon your affirmative written consent.

The Telecommunications Act permits us to use, disclose or permit access to CPNI for the following purposes:

- To initiate, render, bill and collect for voice services.
- To protect our rights or property.

- To protect users of our services and other carriers from fraudulent, abusive, or unlawful use of or subscription to such services.

We may also disclose your CPNI to the extent authorized or required by law.

Telephone directory listings and caller-ID We offer our phone customers the ability to designate their listings as non-published within print or electronic directories or directory assistance services. Because of the complexity of this process and the involvement of other entities in publishing, errors may occur from time-to-time. Your name and/or telephone number may also be transmitted and displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business numbers, 911, 900 numbers or toll free numbers.

Disclosure to Governmental Agencies or Otherwise Required by Law or Legal Process

It is possible that one or more third parties may seek to require us to disclose personally identifiable information about you pursuant to law, through a warrant, subpoena or order issued by a court or by other governmental authority or directive or through other legal process. The Cable Act has special rules that apply to these situations. The privacy disclosure rules under the Cable Act may apply if you subscribe to any one of the services offered by Mediacom. Mediacom will disclose personally identifiable information about you when required by law, authority, directive or legal process, after giving effect to the Cable Act's requirements.

The Cable Act's requirements differ depending on whether the person or entity seeking the information is a governmental authority or not. If a person or entity that is not a governmental authority seeks personally identifiable information, then the Cable Act permits us to disclose certain information only if there is a court order authorizing or requiring such disclosure and only if we notify you of the order.

If a governmental authority seeks personally identifiable information about you, then the rules are different depending on whether the disclosure is subject to (i) the ECPA, (ii) the federal "pen register/trap and trace" statute (which we refer to as "the Register/Trace Statute") or (iii) other law including the Cable Act. If the governmental authority seeks personally identifiable information about you, the Cable Act authorizes us to disclose it pursuant to the ECAP by a court order or by subpoena for certain limited types of information that includes name, address, telephone number, billing information including payments made and method of payment.

The Cable Act may impose additional conditions on disclosure, depending on the nature of the personally identifiable information being sought. A governmental entity can obtain information about your selection of video programming only by court order and only if the governmental entity demonstrates to the court by clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case against you. As an absolute precondition to such disclosure, you must be given the opportunity to contest in court any claims made in support of the court order sought by the governmental authority.

If the information sought by the governmental entity in a criminal proceeding relates to subscription to a service that is not a “cable service” within the meaning of the Cable Act, such as our Internet access service or a phone service, then these two additional requirements may not apply.

If a governmental authority seeks personally identifiable information about you under the ECPA or the Register/Trace Statute or under the Foreign Intelligence Surveillance Act, the power to disclose varies depending on the nature of the information sought. As noted previously, if the governmental authority wants disclosure of records revealing cable subscriber selection of video programming, then we may disclose it only if authorized or required by a court order and only if the two special requirements stated above are met.

In the case of any other kind of personally identifiable information, the information may be disclosed as permitted by the ECPA or the Register/Trace Statute, and the special requirements of the Cable Act do not have to be satisfied. If the ECPA applies and the government wants us to disclose the content of your e-mails and other electronic communications that we have stored for 180 days or less, then it must obtain a criminal warrant from a court. In the case of such content that we have stored for more than 180 days, the government can require disclosure (i) without prior notice to you if the government obtains a criminal warrant or (ii) with prior notice to you if the government obtains a warrant, subpoena or order from a court, obtains a grand jury or trial subpoena or issues an “administrative subpoena,” which is an order to disclose that is issued by the government itself, rather than by a court. Under the ECPA, if the government wants us to disclose your subscriber record information (but not the content of your communications), then it may require us to do so, without prior notice to you or your consent, by obtaining a criminal warrant or a subpoena or order from a court or by issuing an administrative subpoena.

The information that can be required under an administrative subpoena is limited to:

- Subscriber name and address.

- Records of local and long distance telephone connection and session times and duration.
- Length of service (including start date) and types of service utilized.
- Telephone number, instrument number or other subscriber number or identity, including any temporarily assigned network address.
- The means and source of payment by the subscriber (including any credit card or bank number).

The information that can be required under a warrant, subpoena or other order of a court is not so limited. To obtain such a court order, however, the government must meet certain requirements specified in the ECPA, including presenting facts that show there are reasonable grounds to believe that the information sought is relevant and material to an ongoing criminal investigation.

The Register/Trace Statute authorizes the government to obtain, without notice to you or your consent, a court order requiring us to capture, record and disclose to the government the telephone numbers, e-mail addresses and similar identifiers that you call or send communications to or that call you or send you communications using any Mediacom phone or Internet access service. A federal or state governmental authority may obtain the order upon the certification by the appropriate government lawyer or officer that the information likely to be obtained is relevant to an ongoing criminal investigation.

In addition to the above, if you subscribe to any of our Internet or phone services, the ECPA permits us to disclose the contents of your e-mail or other communications to a law enforcement agency if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay. We may do so without prior notice to you, without your consent and without being required to do so by a warrant, subpoena, court order or law. Examples of situations in which we might make such disclosures are where we reasonably believe that there is an immediate risk of suicide or terrorist activity.

The ECPA provides for other exceptional circumstances under which we may be compelled or permitted to disclose information about you or the content of your communications. For example, the content of your e-mail or other communications may be disclosed to law enforcement agencies if it appears to be evidence of child pornography, or was inadvertently obtained by us and appears to pertain to the commission of a crime.

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 provides that state welfare agencies may obtain from our subscriber lists the

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addresses of individuals who owe or are owed child support and the names and addresses of their employers. The law says that this information can be obtained through an administrative subpoena issued by a state's welfare agency, without a court order, and does not require that a Customer be given notice of and the opportunity to contest the disclosure.

Sometimes, a copyright owner believes that his or her copyright has been infringed by an Internet user who uses an online service to post, download or otherwise use the copyrighted work without permission. The owner may know some information, such as the user's e-mail or IP address, but may not know the user's true identity. The Digital Millennium Copyright Act provides for a copyright owner to obtain a subpoena seeking disclosure from an online service provider of the identity of a user who is believed to have infringed the copyright. Upon receipt of a subpoena, the online service provider is required to expeditiously identify the alleged infringer. Accordingly, Mediacom will identify the relevant Customer if we are served with such a subpoena.

When customers use our phone services, we automatically collect certain usage information, including calls that are placed and received and their duration as more fully described in the sections on CPNI above. Nevertheless, we may be required by law to disclose personally identifiable information or CPNI about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order or search warrant.

How Does Mediacom Protect Personally Identifiable Information and CPNI?

We follow industry-standard practices to take such actions as are necessary to protect against unauthorized access to personally identifiable information or CPNI. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use or disclose such information.

Time Period During Which We Retain Personally Identifiable Information

Mediacom maintains personally identifiable information about you in our regular business records while you are a subscriber to our cable service or other services. We also maintain this information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. These purposes typically include business, legal or tax purposes. If these purposes no longer apply, we will destroy the information according to our internal policies and procedures.

Access to Our Records About You

Under the Cable Act, cable customers have the right to inspect our records that contain personally identifiable information about them and to have a reasonable opportunity to correct any errors in such information. If you wish to exercise this right, please notify us at the local Mediacom office specified on your bill and we will contact you to arrange a mutually convenient time during our regular business hours.

If you make an affirmative, written request for a copy of your CPNI, we will disclose the relevant information that we have collected to you, or to any person properly designated by you, if we reasonably believe the request is valid. Subscribers to our phone services should be aware that we cannot correct any errors in customer names, addresses or telephone numbers appearing in, or omitted from, our or our vendors' directory lists until the next scheduled publication of those directory lists. Further, we may have no control over information appearing in the directory lists or directory assistance services of directory publishers or directory assistance providers which are not owned by us or our subsidiaries.

Your Rights Under the Cable Act

The Cable Act provides you with a cause of action for damages, attorneys' fees and costs in Federal District Court if we violate the Cable Act's limitations on the collection, disclosure and retention of personally identifiable information about you. The subscriber, customer or other service agreement applicable to you may provide that, to the extent permitted by law, any claims you have under the Cable Act will be decided in arbitration and attorneys' fees and punitive damages will not be available.

Contact Your Local Mediacom Office If You Have Questions

If you have any questions about our policies described in this notice, please contact your local Mediacom office at the address and telephone number listed on your bill (or, if you have not yet been billed, on the service order you signed to subscribe to the service).

MAILING LIST OPT-OUT FORM

Please remove me from mailing lists and other voluntary disclosures of my name and address to third parties for non-cable purposes. I understand that this election does not apply and is subject to the other provisions of the Mediacom privacy policy and applicable law which permit or require disclosure of my name and address to law enforcement agencies or officers; in response to warrants, subpoenas and court orders; or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay.

Please Print

Name: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Mediacom Account No : _____

Phone Number: _____

Signature: _____

Date: _____

(To ensure we are able to process your request, please fill in all information accurately and completely, sign this form and return it to your local Mediacom office at the address listed on your bill (or, if you have not yet been billed, on the service order you signed to subscribe to the service). Please **DO NOT** mail with your bill. If you change your mind and want to include your name and address on mailing lists we provide to other businesses, please contact your local Mediacom office. Thank you.)