



## GENERAL TERMS AND CONDITIONS OF SERVICE

In addition to these General Terms and Conditions of Service ("General Terms"), You, individually ("You" or "Subscriber"), and You, on behalf of every member of your household, current and future, every visitor to or guest in your household, and any other person who uses the Services (together with Subscriber, the "Subscriber Group"), agree to be bound by the terms of service applicable to the residential EmpowerCLE+ service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the EmpowerCLE+ Subscriber Privacy Notice, which may each be found at [www.empowercle.org](http://www.empowercle.org), under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service") and are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control. For purposes of these Terms of Service, all references to "EmpowerCLE+" mean DigitalC dba EmpowerCLE+ and any of its affiliates or subsidiaries providing Subscriber the Services (including third parties EmpowerCLE+ may retain to provide the Services).

Subscriber's signature on the work order presented upon installation of Services, the Subscriber Group's use of Services, and/or any other form of signature or action indicating intention to use (e.g., e-signature on the Residential Services Agreement) are evidence of Subscriber Group's agreement to these General Terms which incorporate the Terms of Service. EmpowerCLE+ may change its prices, fees, the Services, and/or the Terms of Service. The Subscriber Group's continued use of the Services after notice of the change shall be considered Subscriber's acknowledgement and acceptance of the changes, and the most-recent version of these Terms of Service controls Subscriber's relationship with EmpowerCLE+ and EmpowerCLE+'s provision of Services to Subscriber. The current version of the Terms of Service may be found at [www.empowerCLE.org](http://www.empowerCLE.org) under "Terms of Service/Policies." Subscriber may not modify these General Terms, the Service-specific Terms of Service, or the EmpowerCLE+ Subscriber Privacy Notice by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document. In the event that a portion of the Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by these General Terms and Terms of Service incorporated herein.

THESE GENERAL TERMS CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST EmpowerCLE+ MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED; AND (3) THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS. THESE PROVISIONS AFFECT SUBSCRIBER'S RIGHTS UNDER THESE GENERAL TERMS WITH RESPECT TO ALL SERVICES. SEE SECTION 26 FOR DETAILS ON THESE PROVISIONS.

1. Payment of Charges: Subscriber will be billed monthly, in advance, for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Billing may commence on or after the earlier to occur of (a) the activation of Service, or (b) delivery of service Equipment. Subscriber



will be billed monthly in arrears for all Services used. Subscriber shall pay all monthly charges and all applicable fees and taxes by the due date as listed on the EmpowerCLE+ monthly bill(s), which may be sent by multiple, separate invoices and/or exclusively by online presentation depending on respective Service subscription. Payment methods, including Credit Card, Debit Cards and Checks will be stored for future use by the subscriber. It shall be Subscriber's obligation to review bills as presented on line.

Subscriber shall notify EmpowerCLE+ of disputed charges or items within sixty (60) days of invoice receipt or online posting, or longer as required by applicable law. Failure to pay charges billed when due (including checks returned for insufficient funds) may result in discontinuance of all Services, the removal of all Equipment (as defined in Section 7 below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (business and/or residential) served by EmpowerCLE+, all EmpowerCLE+-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and EmpowerCLE+ may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume Service after any suspension, Subscriber may be subject to reconnection fees. Should Subscriber wish to resume Service after termination of Service, EmpowerCLE+ may charge fees for installation, service calls and/or activation and reserves the right to charge rates different from those in place at the time of disconnect. These fees are in addition to all past due charges and other fees. In the event collection activities are required, additional collection charges may be imposed.

Charges may apply for service visits when EmpowerCLE+ -owned equipment is not the cause of any service degradation, outages, or other problems with your service.

Charges may apply for any Subscriber-requested transaction assistance from an EmpowerCLE+ Customer Service Representative. Subscriber's first bill may include partial-month charges for Service received, first month's per unit or minute usage charges, applicable installment plan charges, and/or other applicable monthly Service charges. If partial payment is made of any bill and without waiving its right to collect the full balance owed, EmpowerCLE+ will apply that payment to any outstanding charges in the amounts and proportions that it determines.

Subscriber agrees and understands that by entering into the financial arrangement described herein, except to the limited extent Subscriber is purchasing devices (each a "Subscriber Purchased Device") from EmpowerCLE+ under an installment plan agreement, EmpowerCLE+ is not extending Subscriber any credit and therefore EmpowerCLE+ and Subscriber are not entering into a consumer credit or similar transaction. Sales of any Subscriber Purchased Device(s) are final upon the earlier to occur of the effective date of any applicable installment plan agreement therefor or the opening of the respective packaging thereof, and EmpowerCLE+ disclaims any and all responsibility for the returns, replacement, repair, or maintenance of such device(s), with respect to which the Subscriber shall look exclusively to the manufacturer of such device(s).

2. Recurring Autopay or One-Time Payment services by Electronic Payment Terms: The following Electronic Payment Terms apply to EmpowerCLE+'s recurring AutoPay or One-Time Payment services that Subscriber may elect to receive.



a. By participating in the AutoPay service or One-Time payment service, Subscriber is (i) representing that Subscriber is the authorized user of the debit card, credit card, or banking account used to make payment to EmpowerCLE+, and (ii) authorizing EmpowerCLE+ to store such account number for future use of such services. EmpowerCLE+ reserves the right to terminate Subscriber's continued participation in the Auto Pay or One Time payment service for any reason, including without limitation late payment, non-payment, or fraudulent payment of Subscriber's bill.

b. By electing to enroll in EmpowerCLE+'s online AutoPay Service, Subscriber has authorized EmpowerCLE+ to obtain payment of Subscriber's then-current statement balance each month by direct transfer of funds from Subscriber's selected financial institution or credit card account.

c. EmpowerCLE+ will send the applicable of Subscriber's monthly bill statement or notice of online posting of such statement to Subscriber prior to Subscriber's payment due date. The amount shown as due on the monthly bill statement will constitute notice to Subscriber of any variance in amount from the bill payment amount paid in the previous month by Auto Pay. The balance shown as due on Subscriber's statement view will be deducted on or around the payment due date.

d. Payment of Subscriber's EmpowerCLE+ bill on a recurring basis through AutoPay may be required for subscription to some Services and for purchase from EmpowerCLE+ of certain Subscriber Purchased Devices. Subscriber has the right to revoke the recurring AutoPay arrangement with EmpowerCLE+ at any time, except for those services where Auto Pay is required. Any revocation of Subscriber's authorization to pay the EmpowerCLE+ bill through an Auto Pay arrangement will not take effect until after receipt by EmpowerCLE+, and will result in the discontinuance of AutoPay bill payment(s). After cancelation of AutoPay bill payment, Subscriber will be responsible for taking appropriate action each month to pay the EmpowerCLE+ bill.

e. To get a copy a Subscriber's online AutoPay confirmation for Subscriber's records, Subscriber must print or save such document to Subscriber's computer.

f. Subscriber is solely responsible for ensuring that contact information, such as email address, and financial information, such as credit card, checking or savings account number, are current and accurate at all times. Subscriber must notify EmpowerCLE+ of any change in credit card, checking or savings account information and complete another Autopay authorization form to have the EmpowerCLE+ bill paid on a recurring basis using any new or changed debit or credit card, checking or savings account number or information. Subscriber can update existing Auto Pay account information on the My EmpowerCLE+ mobile app or on [empowerCLE.net/myaccount](http://empowerCLE.net/myaccount). It may take at least one billing cycle after any change made in credit card, checking or savings account number or information for any payments made using these Services to be processed. In the meantime, Subscriber will remain solely responsible for taking appropriate actions to ensure that bill payments are made when due. The One Time Pay and Auto Pay services are provided for personal, non-commercial use only, and Subscriber is prohibited from using these services for any illegal activity or purpose, including payment fraud or identity theft.



g. By electing to use the One Time Pay and Autopay services, Subscriber agrees that EmpowerCLE+ may provide you legal notices regarding the Electronic Payment Terms, the Terms of Service, payments made, and other relevant information or records attributable to transactions Subscriber makes using the One Time Pay and Autopay services, in electronic form only. Subscriber cannot withdraw consent to receive such electronic notice, records, or disclosure if Subscriber elects to continue to use the One Time Pay and Autopay services.

h. It is Subscriber's responsibility to protect the confidentiality of any user name or password used in connection with these One Time Pay and Autopay services. EmpowerCLE+ recommends that Subscriber not share user name or password with any unauthorized user, because such disclosures might provide unauthorized access to Subscriber's account information. If Subscriber believes Subscriber's password or other means to access the EmpowerCLE+ account has been lost, stolen, or otherwise compromised, Subscriber must notify EmpowerCLE+ immediately at 216-777-3859.

i. Without limitation, EmpowerCLE+ shall have no liability or responsibility for its inability to process or receive payments Subscriber makes or attempts to make using the One Time Pay or Autopay services or otherwise to perform its responsibilities under these Electronic Terms in the event circumstances beyond empowerCLE+'s control prevent EmpowerCLE+ from doing so or otherwise affect EmpowerCLE+'s ability to do so.

j. Subscriber is responsible for all fees and costs related to maintaining a valid payment method including processing charges or annual costs.

**EmpowerCLE+'S SOLE AND ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR THE PROCESSING OR DEDUCTION OF AN INCORRECT TRANSFER OF FUNDS HEREUNDER SHALL BE THE RETURN TO YOU OF THE IMPROPERLY TRANSFERRED FUNDS.**

**3. Payment by Check; Returned Items; Third Party Processing:** If Subscriber makes payment by check, Subscriber authorizes EmpowerCLE+ to collect such payment electronically. Subscriber may not amend or modify these General Terms with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by EmpowerCLE+; any of which notations shall have no legal effect. Whether paying by check, One-Time Pay, Autopay services, or any form of electronic funds transfer from a banking account, Subscriber hereby authorizes EmpowerCLE+ to collect any declined amount electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated.

Subscriber shall be responsible for any payment processing fees incurred when using a third party to process Subscriber's payments to EmpowerCLE+. Any NSF charge is in addition to any charges Subscriber's financial institution may assess. If initially rejected, EmpowerCLE+ will make additional multiple attempts to execute such electronic payment for up to 30 days following the initial refusal. At the end of the 30-day period, if there has not been a successful payment, the applicable of Subscriber's Autopay or One Time Pay authorization will be terminated.



4. EmpowerCLE+ Refund Policy/30-Day Guarantee. Subject to additional provisions that may be applicable to equipment returns, new Subscribers (those who have not been EmpowerCLE+ customers for 90 days prior to subscription) qualify to have the subscription Service refunded/credited if not fully satisfied with the Service. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by EmpowerCLE+ within 45 days of installation of Service (30 days subscribing to the Service, plus 15 day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.

5. EmpowerCLE+ Property: All EmpowerCLE+-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of EmpowerCLE+ ("Equipment") remains the property of EmpowerCLE+, except for the "cable home wiring" as defined at 47 C.F.R. §76.5(II) ("Wiring") and excluding certain Subscriber Purchased Devices that Subscriber has purchased from EmpowerCLE+ outright or under an installment agreement or any other device ownership of which EmpowerCLE+ has conveyed to Subscriber (e.g., modems, streaming or edge devices; collectively, "Conveyed Devices"). Equipment and Wiring installed at the Subscriber's Service location are intended to remain at the specific Service location and must not be used or relocated off such premises without EmpowerCLE+ authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with EmpowerCLE+'s then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

6. Disruption of Service: All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall EmpowerCLE+ be liable for any failure or interruption of Service, in part or entirely from circumstances beyond EmpowerCLE+'s reasonable control, including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by acts of nature, fire, earthquake, civil commotion, or failure or disruption of utility services. Subject to applicable law, EmpowerCLE+ may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Services.

7. Equipment: Excluding certain Subscriber Purchased Devices sold by EmpowerCLE+ for which separate terms and conditions may apply or Conveyed Devices, empowerCLE+ will repair and/or replace damaged or defective Equipment, if any, as long as such damage or defect was not caused by misuse or other improper operations or handling by Subscriber. EmpowerCLE+ shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. EmpowerCLE+ is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to connected devices, mobile devices, home telephones, computers, modems, televisions, Subscriber Purchased Devices, Conveyed Devices, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Equipment due to negligent



use or abuse or if no fault is discovered in EmpowerCLE+'s system or Equipment. EmpowerCLE+ makes no warranties, with respect to Equipment or Service provided by EmpowerCLE+ or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, AND CONVEYED DEVICES ARE PROVIDED "AS IS", AND EMPOWERCLE HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

EMPOWERCLE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT, WIRING, SUBSCRIBER PURCHASED DEVICES, OR CONVEYED DEVICES. EMPOWERCLE HEREBY DISCLAIMS ANY AND ALL CLAIMS ARISING FROM OR ASSOCIATED WITH THE FAILURE, OPERABILITY, PERFORMANCE, DEFECTS OR LOSS, LIABILITY OR DAMAGES ARISING FROM THE USE OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, ANY OF WHICH SHALL REMAIN MATTERS EXCLUSIVELY BETWEEN THE SUBSCRIBER AND THE MANUFACTURER OF SUCH DEVICES.

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

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

Notwithstanding anything to the contrary, Subscriber agrees to allow EmpowerCLE+ and its agents the right (a) to install hardware in, (b) send software downloads to, and (c) install, access, configure, maintain, inspect or upgrade Subscriber Purchased Devices, Conveyed Devices, or any other Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give EmpowerCLE+ access to it.

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



With respect to fees and taxes, including franchise fees, imposed by applicable government and regulatory authorities, EmpowerCLE+ will review the amount it collects in such fees and taxes on a quarterly and annual basis. In the event EmpowerCLE+ determines that it has collected any fees and/or taxes in excess of sums due to governmental and regulatory authorities, EmpowerCLE+ will begin refunding such excess fees and taxes to current subscribers within 15 months of the end of each calendar year. Please be aware that, by law in some cases, Subscriber may be billed for taxes and fees that relate to time periods before Subscriber began receiving Services. However, by law, EmpowerCLE+ will not bill Subscriber for these fees more than 4 years after the year they were incurred by EmpowerCLE+. Franchise fees resulting from an audit by the applicable franchising authority are incurred at the time those fees are assessed.

10. Care of EmpowerCLE+ Property and Service: Subscriber agrees that neither Subscriber nor any other person (except EmpowerCLE+'s authorized personnel) will: (a) open, tamper with, service, or make any alterations to the Equipment or Wiring; nor (b) remove or relocate any Equipment or Wiring from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment or Wiring which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of Service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, EmpowerCLE+ shall relocate the Equipment for Subscriber within Subscriber's home at a time mutually agreed to by EmpowerCLE+ and Subscriber. Subscriber may incur a charge for such relocation and should consult a current EmpowerCLE+ schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of EmpowerCLE+'s service area, Subscriber shall notify EmpowerCLE+ that these General Terms shall be terminated and the provisions of Section 15 shall apply to such termination.

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

12. Acknowledgments and Consent Regarding Recording of Communications and Contact Rights:

a. Consent to Phone Calls and other Means of Communication. EmpowerCLE+ may call or text Subscriber or authorize others to call or text Subscriber on its behalf including but not limited to at any number Subscriber provides to EmpowerCLE+ (or that EmpowerCLE+ issues to Subscriber) for any purpose, including marketing empowerCLE+'s services. Subscriber may not revoke Subscriber's consent to receive collection-related communications or any other non-marketing communication/notice pertaining to Subscriber's Service account (e.g., default, service message, etc.), including via calls, messages, texts, or any other means. If Subscriber's numbers are included on state or federal "do not call" lists, EmpowerCLE+ will not call or text Subscriber



for marketing purposes. Subscriber is responsible for charges for incoming text messages on Subscriber's wireless phone(s).

b. Robo-Calls. EmpowerCLE+ (or persons acting on EmpowerCLE+'s behalf) may use automated dialing systems or artificial or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.

c. Other Notices. Subscriber authorizes EmpowerCLE+ to provide other notices to Subscriber using any method EmpowerCLE+ determines appropriate, including by electronic means (for example, email or online posting).

d. Other Consents. EmpowerCLE+ may ask Subscriber to provide other consents receives through the Services or from Subscriber's location has been authorized by Subscriber.

e. Email Address for Notice. Upon EmpowerCLE+'s request, Subscriber will provide EmpowerCLE+ with a current email address that Subscriber regularly checks so that EmpowerCLE+ may provide notices and communications to Subscriber at that address.

EmpowerCLE+'s right to contact Subscriber as described in this Section survives the termination of these Terms of Service.

Subscriber's Right to Opt Out of Certain Robo-Calls. If Subscriber does not wish to receive marketing calls, messages, or texts from EmpowerCLE+ via automated dialing systems or pre-recorded messages on Subscriber's cellular phone, Subscriber may visit our websites to manage communication preferences. Subscriber understands that these straightforward procedures are the exclusive ways to opt-out of such calls. Subscriber also agrees to allow EmpowerCLE+ sixty (60) business days to honor Subscriber's request, and further agrees that EmpowerCLE+ will not be liable for any calls or texts to Subscriber in the interim.

Subscriber understands that EmpowerCLE+ will continue to use automated dialing systems or pre-recorded messages on Subscriber's cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations, and account status updates.

13. Secure Connection Requirements. Without abrogating or otherwise limiting Subscriber's separate obligations to secure Subscriber's account and equipment under the Terms of Service, EmpowerCLE+ shall have the right to implement reasonable measures necessary to track, manage, and/or ensure the security of its network facilities, the video, phone, and/or Internet signals EmpowerCLE+ transmits or receives, and the connection between any device or application used by Subscriber, members of Subscriber's household, Subscriber's guests, or any third parties and EmpowerCLE+'s Equipment, system, or other network facilities (whether by physical, WiFi, wireless, software, or other means of connection), including without limitation authentication, access security, or other processes and means.

Without limiting any other rights EmpowerCLE+ may have under the Terms of Service, EmpowerCLE+ shall have the right to suspend, freeze, or otherwise cease Service or network access in the event and to the extent necessary to address any network or security concern that may arise with regard to activity on or through, conditions arising from or caused by the use,





availability of, or access enabled at or through Subscriber's Service, Service location, equipment, or account.

14. Assignment or Transfer: These General Terms and the Services and/or Equipment supplied by EmpowerCLE+ are not assignable or otherwise transferable by Subscriber, without specific written authorization from EmpowerCLE+.

15. Termination and Expiration:

a. Termination by Subscriber: Unless otherwise terminated, these General Terms shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring Service, Subscribers must call 216-777-3859, or provide a hardcopy written notice of termination to EmpowerCLE+ delivered to 6815 Euclid Avenue, Cleveland, OH 44103, and in any event, any such Subscriber-requested termination shall not be effective before the date EmpowerCLE+ receives such request.

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

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

- I. Subscriber violated these General Terms as to this or another EmpowerCLE+ account;
- II. The information required in the application process is or becomes incorrect, absent or incomplete;
- III. Subscriber threatened or harassed any EmpowerCLE+ employee, agent, contractor or representative (e.g., by abusive language, physical threats, etc.);
- IV. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate EmpowerCLE+;
- V. There is a violation of the Terms of Service or other agreements with respect to any Service, as determined in the sole discretion of EmpowerCLE+; or
- VI. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of EmpowerCLE+.

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

d. Obligations Upon Termination: The Subscriber agrees that upon termination of the Terms of Service:

I. Subscriber will pay EmpowerCLE+ in full for Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of the Terms of Service,



the date on which the Service has been disconnected, or the date on which the Equipment is returned to EmpowerCLE+.

II. Subscriber will promptly return all Equipment to EmpowerCLE+. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of the Terms of Service in addition to Equipment charges contemplated hereunder, Subscriber shall be liable to EmpowerCLE+ in accordance with EmpowerCLE+'s then current schedule of charges for non-returned Equipment.

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

16. EmpowerCLE+'s Right to Pursue Remedies and Subscriber's Indemnification Obligations. If Subscriber breaches the Terms of Service, EmpowerCLE+ has the right to seek compensation from Subscriber for such breach through arbitration or, if Subscriber has opted out of these General Terms' arbitration provision or we are seeking an order requiring you to do or refrain from doing something, in court. Additionally, if any person or entity brings a claim against EmpowerCLE+ that arises out of Subscriber's relationship with EmpowerCLE+, the Services provided to Subscriber, the Terms of Service, or Subscriber's breach thereof or failure to comply therewith, Subscriber will indemnify, defend (at EmpowerCLE+'s exclusive election), and release EmpowerCLE+ from and against liability and reimburse EmpowerCLE+ for any losses that EmpowerCLE+ may incur, including reasonable attorneys' fees and costs, resulting from such claim. Subscriber's responsibilities under this Section cover any dispute, whether arising under contract, tort (for example, negligence or product liability claim), violation of law or regulation or any other legal theory.

17. Security Deposit: If any security deposit is required of Subscriber for the Equipment or EmpowerCLE+'s Service, it will be due and payable upon the first monthly billing. Such security deposits will be returned to the Subscriber within sixty (60) days of termination of EmpowerCLE+'s Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Equipment undamaged. If EmpowerCLE+ is holding a deposit on Subscriber's account, EmpowerCLE+ has the right to apply the deposited amount against any outstanding balance or shortfall in payments.

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

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

20. Late Fee: If Subscriber's account is 30 days past due, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at EmpowerCLE+'s then current rate. If Subscriber's account thereafter remains unpaid, Subscriber's Services may be suspended or disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. EmpowerCLE+ expects that Subscriber will pay for Services on a timely basis. EmpowerCLE+ does not extend credit to customers, except to the limited extent Subscriber is purchasing Subscriber Purchased Devices from EmpowerCLE+ under an installment plan agreement.



21. Disclaimer: EmpowerCLE+ assumes no liability for any program, services, content or information distributed on or through the Services and EmpowerCLE+ expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, EmpowerCLE+ shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

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

23. Indemnification: In requesting and accepting EmpowerCLE+ Services, Subscriber agrees to defend, indemnify, and hold EmpowerCLE+, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, "EmpowerCLE+ Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real, or intellectual property, bodily injury or death of any person, and other liabilities arising from:

- a. The installation, operation, provision, or other use of EmpowerCLE+ Services and/or Equipment;
- b. Any violation of EmpowerCLE+'s Terms of Service, Acceptable Use Policy, or other published policies or requirements;
- c. The negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law by (i) Subscriber, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- d. Libel or slander resulting from any use of the Services by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
- e. Infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber, including that effected through a combination of Subscriber's use of the respective Service(s) with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;
- f. Any unauthorized, unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and

The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the EmpowerCLE+ Indemnitees. Subscriber agrees that EmpowerCLE+ indemnitees are not liable for any damages or liability resulting from the loss of Services, nor will Subscriber make any claims or undertake any actions against EmpowerCLE+ Indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of EmpowerCLE+ Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of EmpowerCLE+ Indemnitees.



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

UNDER NO CIRCUMSTANCES SHALL EMPOWERCLE BE LIABLE TO SUBSCRIBER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS OR ANY MANUFACTURER OF SUBSCRIBER PURCHASED DEVICES OR CONVEYED DEVICES, AGENTS OR SUBCONTRACTORS OF EmpowerCLE+, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. EmpowerCLE+'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY EmpowerCLE+ OF ANY OBLIGATION EmpowerCLE+ MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE SUBSCRIBER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY empowerRCLE+. IN NO EVENT SHALL CLE'S LIABILITY TO SUBSCRIBER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY THE SUBSCRIBER DURING THE PRECEDING THIRTY (30) DAY PERIOD. SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST EmpowerCLE+ THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS.

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



25. ARBITRATION. The following provisions are important with respect to the agreement between Subscriber and EmpowerCLE+ regarding EmpowerCLE+'s Services memorialized by these General Terms.

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

Subject to the "Exclusions" paragraph below, EmpowerCLE+ and Subscriber agree to arbitrate disputes and claims arising out of or relating to these General Terms, the Services, the Equipment, or marketing of the Services Subscriber has received from EmpowerCLE+. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THE OHIO ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to EmpowerCLE+ should be addressed to: DigitalC, 6815 Euclid Avenue, Cleveland, OH 44103 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or EmpowerCLE+ may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of these General Terms.

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

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

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

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

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

Unless EmpowerCLE+ and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the County of Cuyahoga.



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

The parties agree that the arbitrator must give effect to the terms of these General Terms.

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

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

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

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

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

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

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

(1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY EMPOWERCLE ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.

(2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

The foregoing arbitration provisions shall survive the termination of these General Terms. SUBSCRIBER HAS ONE YEAR TO BRING A CLAIM AGAINST EmpowerCLE+, LESS SUBSCRIBER OPTS OUT. Subscriber must bring any claim against empwerCLE+ within one (1) year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If Subscriber does not



bring a claim within this period, Subscriber waives, to the fullest extent permitted by law, all rights Subscriber has to such claim and EmpowerCLE+ will have no liability with respect to such claim. Subscriber may opt out of this Section, in which case the normal statute of limitations will apply. To opt out, Subscriber must notify EmpowerCLE+ in writing by sending a letter to EmpowerCLE+ addressed to DigitalC, 6815 Euclid Avenue, Cleveland, OH 44103, within 30 days of (a) the date that this provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber's written notice must include Subscriber's name, address, and EMPOWERCLE account number as well as a clear statement that Subscriber does not wish this Section to apply.

This Section shall survive the termination of these General Terms.

26. Force Majeure: EmpowerCLE+ shall not be liable for any failure of performance or equipment of any kind (including EmpowerCLE+ Equipment) due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; loss of electrical power; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over EmpowerCLE+, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

27. Survival of Terms. In addition to the terms that are specifically noted in these General Terms as surviving termination of these General Terms, all representations, warranties, indemnifications, and limitations of liability shall survive these General Terms. EmpowerCLE+'s right to contact Subscriber shall also survive these General Terms unless Subscriber opts out in the manner described in these General Terms. All other obligations of Subscriber and EMPOWERCLE under these General Terms also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

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