Cablelynx Online Account Registration Terms and Conditions & E-SIGN Consent

These Terms and Conditions ("Terms") apply to customers registering for online account access with WEHCO Video, Inc., and its operating affiliates — Cam-Tel Company; Vicksburg Video, Inc.; Resort Television Cable Company, Inc.; Hope Community T.V., Inc.; Prescott Video, Inc.; Longview Cable Television Company, Inc.; Kilgore Video, Inc.; Pine Bluff Cable Television, Inc.; East Arkansas Video, Inc.; White County Video, Inc.; Tahlequah Cable Television Co., Inc.; and Bald Knob Video, Inc. — together doing business as Cablelynx Broadband (hereinafter "Cablelynx").

By registering for and using the Cablelynx online portal (the "Service"), you agree to be bound by these Terms, our Master Subscriber Agreement, and our Privacy Policy available at www.cablelynx.com/privacy.

1. Definitions

- "Business Day" means Monday through Friday, excluding federal holidays.
- "Password" refers to the secure credentials you create and maintain to access your account.
- "Service" refers to the Cablelynx online customer portal and all features contained within, including bill viewing, account management, and payment processing.
- "Payment" means any one-time or recurring payment submitted to Cablelynx via the portal.
- "Payment Account" refers to your financial institution account or credit/debit card used to make a Payment.
- "Payment Instructions" refer to the method of payment data you enter (e.g., card number, expiration date, routing/account number).
- "You" or "your" refers to the customer or authorized user accessing the Service.

2. Online Account Access and Responsibilities

To use the Service, you must complete the registration process and provide accurate and complete account information. You are responsible for ensuring the ongoing accuracy of your contact information, billing address, and email address associated with your account.

You agree to use the Service solely for personal, non-commercial purposes unless otherwise authorized in writing by Cablelynx. You may not use the Service for any fraudulent, unlawful, abusive, or unauthorized purpose.

Cablelynx reserves the right to suspend or terminate access to the Service at its sole discretion for any activity that violates these Terms, interferes with the operation of the portal, or breaches any applicable laws or regulations.

3. Security and Password Management

You are solely responsible for safeguarding your login credentials, including your password. If you believe your account has been accessed without authorization, you must change your password immediately through the "My Account" portal.

Cablelynx will never ask you for your password by phone or email. You agree not to share your password with any unauthorized parties. Cablelynx disclaims liability for any losses arising from unauthorized account access due to password misuse or failure to follow security best practices.

4. Bill Payment Terms

The Service allows you to submit one-time and recurring Payments toward your Cablelynx account balance using an eligible Payment Account.

By submitting Payment Instructions, you authorize Cablelynx to debit your designated Payment Account for the specified amount. You acknowledge that:

- One-time payments may be submitted manually at your discretion through the portal.
- Recurring payments (autopay) are governed by the separate Automatic Payment Terms and Conditions.
- Your account will be provisionally credited at the time the Payment is processed. This credit may be reversed if the transaction fails or is returned.
- Cablelynx may charge a fee for returned or failed payments and may suspend or cancel services if timely payment is not received.

5. Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis. Cablelynx makes no warranties or representations, express or implied, including but not limited to:

- The availability, accuracy, or reliability of the Service;
- That the Service will be uninterrupted, error-free, or secure;
- That access to your online account or payment processing will be free from viruses or unauthorized access.

To the extent permitted by law, Cablelynx expressly disclaims all warranties of merchantability, fitness for a particular purpose, and non-infringement.

6. Limitation of Liability

In no event shall Cablelynx or its service providers be liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to:

- Lost profits, data loss, or business interruption;
- Unauthorized access or use of your account;
- Delays or errors in payment processing;
- Inability to use the Service due to system failures or outages.

This limitation of liability applies even if Cablelynx has been advised of the possibility of such damages and regardless of the legal theory under which they arise.

7. E-SIGN Consent – Electronic Communications Disclosure

By registering for and using the Service, you consent to receive all legally required communications from Cablelynx electronically, including:

- Billing statements;
- Terms and policy updates;
- Disclosures required by federal, state, or local law;
- Notices regarding your account or service.

These documents may be sent by email, posted to the online portal, or provided through another electronic method. You agree that electronic delivery satisfies any requirement that such information be provided in writing.

You may request paper copies of any electronic communication by calling Customer Service at 1-800-903-0508. No fee will be charged for paper copies unless otherwise disclosed.

You may withdraw your E-SIGN consent by closing your online account. If you do so, your access to the Service will be terminated. Withdrawal does not affect the validity of any prior electronic communications.

8. System Requirements

To access and retain electronic records, you must have:

- A device with an internet connection;
- A modern web browser (Chrome, Firefox, Safari, or Edge);
- Software to view PDF files (e.g., Adobe Acrobat Reader);
- A valid email address and the ability to receive messages.

It is your responsibility to maintain the necessary hardware and software to receive electronic communications. Cablelynx is not liable for any inability to access the Service caused by your equipment or settings.

9. Dispute Resolution and Arbitration

You agree to resolve any disputes arising from or related to your use of the Service through binding arbitration, where permitted by law. You waive the right to participate in a class action or jury trial.

Injunctive relief or claims involving Cablelynx's intellectual property may still be brought in a court of competent jurisdiction. This provision shall survive the termination of your online account.

10. Governing Law and Severability

These Terms shall be governed by the laws of the state where your Cablelynx service is provided. If any provision is found to be unenforceable, the remaining provisions will remain in effect.

11. Contact Information

For questions, assistance, or to request a printed copy of these Terms:

- Call Cablelynx Customer Service at 1-800-903-0508
- Email support@cablelynx.com
- Click to Chat at <u>www.cablelynx.com</u>