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## Summit Broadband 2023 FCC Cable Notice

Summit Broadband Inc. (“Summit Broadband” “we” or “us”) appreciates your subscription to our cable television services, and we are providing an overview of essential information to ensure understanding of our video services, terms of service and maintenance policies. Note: Services in this notice may not be available to all Summit Broadband customers. If you have questions about this notice or any of our video and non-video products and services, please contact our customer service representatives.

**Products and Services:** Based on availability and selected tiers of service, which may require additional fees, Summit Broadband customers have access to basic cable television, High Definition (HD) channels and equipment, premium channels, seasonal sports programming, pay-per-view programming, multi-channel Digital Video Recorder (DVR) service, IPTV programming and watchTVeverywhere.

**Prices and Options for Programming Services:** Summit Broadband may change our prices, fees, the service(s) and/or the terms and conditions of agreement(s) at any time in accordance with applicable law. To the extent required by law, we will give you thirty (30) days’ prior notice or such notice as may be required, of any significant change. If you find the change unacceptable, you have the right to cancel or change your cable television service(s). However, if you continue to receive cable television service(s) after the end of the notice period, you will be considered to have accepted the changes. Please contact Summit Broadband if you have questions.

**Installation and Service Maintenance Policies:** Subject to applicable law, we have the right to change our cable television service(s) and Summit Broadband equipment at any time with or without notice. You agree to allow us and our agents the right to enter your property at which the service(s) and/or Summit Broadband equipment will be provided at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the service(s) and/or Summit Broadband equipment used to receive the service(s).

**Instructions on How to Use the Cable Service:** Pursuant to the provisions in the applicable Terms and Conditions (visit <https://summit-broadband.com/disclaimers/>), you agree that the cable television service(s) and the Summit Broadband equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You agree and represent that you will not resell, lease, abandon or give away or otherwise permit another to resell, lease, abandon, or give away the service(s) and/or the Summit Broadband equipment, in whole or in part. You will not use or permit another person, user, entity or other provider of cable TV, internet or phone service to use the Summit Broadband equipment or the service(s), directly or indirectly, for any unlawful purpose.

**Channel Positions of Programming Carried on the System:** Subject to applicable law, Summit Broadband may rearrange, delete, add to or otherwise change programming channels or features or offerings contained in the service(s), including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed and upstream and downstream rate limitations. If we do give you notice, such notice may be provided either on your monthly bill, as a bill insert, email, in a newspaper, or in other communication(s) permitted under applicable law.

**Billing:** Service(s) are provided on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges and fees. Your first bill may include pro-rated charges from the date you first began receiving service(s), as well as monthly recurring charges for the following month and charges for non-recurring services you have received. You may be billed for some service(s) individually after they have been provided to you; these include measured and per-call charges and charges for pay-per-view movies/events, interactive television and ecommerce. If you receive service(s) at a promotional rate, regular charges for the service(s) will apply after the promotion ends. By accepting partial payment, we do not waive our rights to collect the full balance owed to us. We will apply the partial payment to the outstanding charges in amounts and proportions that we determine. We reserve the right to charge a monthly paper bill fee for any customers that have not agreed to, or have otherwise opted out of, receiving paperless or electronic billing statements.



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**Third-Party Charges:** You may incur charges with third-party service providers, such as interactive options on your cable TV service, that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

**Late or Non-Payments:** You may be billed fees, charges and assessments related to late or non-payments if for any reason Summit Broadband does not receive payment for the service(s) by the payment due date or you pay less than the full amount due. If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including but not limited to any collection agency's fees, reasonable attorneys' fees and arbitration or court costs.

**Suspension/Disconnect:** If you fail to pay the full amount due for any or all service(s), then Summit Broadband, at its sole discretion in accordance with and subject to applicable law and/or its Terms and Conditions, may suspend or disconnect any or all the service(s) you receive.

**Billing Questions:** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Summit Broadband within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days. Summit Broadband may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.

**Complaints:** If you have a complaint regarding your cable TV service from Summit Broadband, please contact us by phone twenty-four (24) hours per day, seven (7) days per week at 877.678.6648 or in writing at 4558 35<sup>th</sup> Street, Orlando, FL 32811. You may also contact your Local Franchising Authority (State of Florida) via their designated agent for cable service complaints which is the Department of Agriculture and Consumer Affairs at <https://www.fdacs.gov> or by phone at 1-800-435-7352.

**Navigation Devices and CableCARDS:** Some cable channels require a CableCARD in addition to a set-top box or other device to be viewed. CableCARDS are available from Summit Broadband for an additional monthly fee. Connection of a cable box with a CableCARD may limit some of the features on your TV and DVR. However, we can provide you with a tuning adaptor so you can take advantage of all the features available under your subscription. If we provide and install such equipment, you may incur a monthly rental fee for such equipment on your bill.

**Opt-Out Provision:** If you are receiving this notice electronically and prefer to receive future notifications via printed mail to your billing address, you may change your delivery preferences by calling 877.678.6648.

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