



TERMS AND CONDITIONS OF TIME WARNER CABLE'S ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICE AND E-SIGN CONSENT

Your use of Time Warner Cable's electronic bill presentment and payment service is subject to the following terms and conditions (the "Terms & Conditions") and to the provisions of Time Warner Cable's standard commercial or residential services (as applicable) subscriber agreement, as amended from time to time (the "Master Subscriber Agreement"). To the extent that any term or provision of these Terms & Conditions is inconsistent with the provisions of the Master Subscriber Agreement, the terms of the Master Subscriber Agreement shall control. These Terms & Conditions and the Master Subscriber Agreement constitute the entire agreement with respect to Time Warner Cable's bill presentment and payment service and transactions conducted through the service and, together, supersede all prior oral or written agreements with respect to the matters covered in the following Terms & Conditions.

PLEASE PRINT AND RETAIN A COPY OF THESE TERMS & CONDITIONS FOR YOUR RECORDS.

Part I – General

1. Definitions

As used in these Terms & Conditions, the following terms shall have the following meanings:

"Business Day" means Monday through Friday, excluding Federal Reserve holidays and TWC holidays.

"Cutoff Time" means 8 p.m. Central Time on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered in the Service on that particular Business Day.

"Including" or *"Include"* means inclusion, without limitation.

"Password" means any password, personal identification number and/or code issued to you by Time Warner Cable that must be used by you in order to gain access to the Service.

"Payment" means any bill payment to TWC.

"Payment Account" means the financial institution account linked to the debit card or the financial institution account (such as a checking or savings account) from which your Payments will be made.

"Payment Instructions" means the method of payment information (such as credit card or debit card number and expiration date or bank account number and ABA routing number) entered in the Service to authorize a Payment.



“*Service*” means the online bill presentment and payment service made available to you by TWC through which you can view your monthly TWC bill statement(s) and make Payments to TWC.

“*Service Provider*” means any third party providing the Service on behalf of TWC.

“*TWC*” means Time Warner Cable. TWC may also be referred to in these Terms & Conditions as “we”, “us” or “our”.

2. Bill Payment Service

(a) In order to use the Service, you are required to complete the registration process by providing TWC with complete and accurate information as prompted by the applicable registration form(s) provided on the registration screen(s).

(b) When initiating or authorizing a Payment through the Service, you authorize TWC to process such Payment in accordance with your Payment Instructions. Payment Instructions entered after the Cutoff Time or on non-Business Days will be considered entered in the Service on the next Business Day.

(c) Your TWC account balance will be credited to reflect the amount of any Payment authorized by you through the Service after TWC has initiated the processing of such Payment. Such credit is provisional and is subject to TWC’s final receipt of good funds. Your TWC account balance will generally be updated to reflect this credit within two Business Days of the date on which TWC initiates the processing of your Payment. TWC will reverse any such credit to your TWC account and may assess any then applicable fees or charges, including late fees or fees for non-sufficient funds, if your Payment is returned for non-sufficient funds or otherwise cannot be processed or is later charged back or reversed.

(d) You agree that any Payment Account or payment card that you include in any Payment Instructions will be a bank account, debit card or credit card, as applicable, that you are legally authorized to use to make Payments.

3. Authorized Use

(a) The Service is provided to you for personal, non-commercial use only. The Service may not be used for any illegal activity or purpose, including payment fraud or identity theft.

(b) As a condition of your use of the Service, you will not use the Service for any purpose that is not authorized by these Terms & Conditions. You may not interfere with any other party’s use of the Service. You may not attempt to gain unauthorized access to the Service through any means.

4. Disclaimer of Warranties; Limitations on Liability

(a) THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED,



INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THESE TERMS & CONDITIONS. TWC MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE WILL OPERATE AS INTENDED. WITHOUT LIMITING THE FOREGOING, TWC MAKES NO WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA THE SERVICE OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR ONLINE COMMUNICATIONS. YOU AGREE THAT NEITHER TWC NOR SERVICE PROVIDER WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS.

(b) EXCEPT AS PROVIDED IN PART II OF THESE TERMS & CONDITIONS WITH RESPECT TO CONSUMER ELECTRONIC FUND TRANSFER PAYMENTS, IN NO EVENT (INCLUDING NEGLIGENCE) WILL TWC OR SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR FOR ANY ACTION TAKEN BY TWC TO PROTECT THE SERVICE OR THE BREACH BY TWC OR SERVICE PROVIDER OF ANY WARRANTY.

5. Password and Security

You agree that you are responsible for protecting the confidentiality of your login ID/ user name and Password. Except as otherwise provided in Part II of these Terms & Conditions, you are entirely responsible for any and all transactions and activities that occur through the use of your login ID/user name and Password with the Service.

6. Privacy

TWC will disclose your personally identifiable information to third parties only as permitted by TWC's subscriber privacy policy. TWC's subscriber privacy policy is available at <http://help.twcable.com/html/policies.html>

7. Charges

TWC will not charge you to use the Service. You are responsible for all fees associated with your Payment Account or credit card account used to make Payments. You are also responsible for any telephone or Internet service fees incurred by you in connection with your use of the Service.

8. Alterations and Amendments

TWC has the right to add to, modify, or delete any provision of these Terms & Conditions at any time. TWC will notify you of any significant changes to these Terms & Conditions. Any such changes shall become effective immediately except where applicable law requires a notice



period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to these Terms & Conditions, your continued use of the Service will constitute your consent to such change and your agreement to be bound by the terms of these Terms & Conditions as so changed. If you do not agree to any such change, you must immediately stop using the Service and notify TWC that you are terminating your access to and use of the Service in accordance with Section 10(b) below.

9. Changes in Contact or Payment Information; E-Mail Communications

(a) You are solely responsible for ensuring that the contact information in your customer profile (including your e-mail address) and your Payment Account or payment card information (including but not limited to the payment card expiration date) is current and accurate at all times. TWC is not responsible for your failure to receive any notices or information, or any other problem, that results from your failure to keep such contact and/or payment information current and accurate. You can update this information within the Service application or by calling TWC. It may take one billing cycle for your bills and Payments to be processed in accordance with the changed information that you have provided to TWC and, in the meantime, you will be solely responsible for taking all appropriate actions to ensure that your TWC bill statements are paid when due.

(b) You consent to TWC or Service Provider e-mailing you at any e-mail address, including an e-mail address for a wireless or mobile device, that you provide to TWC, for any purpose including the marketing of TWC's current and future services or notifications that your TWC bill statement is available for viewing. If your wireless or mobile provider charges you for receipt of such messages, you acknowledge and agree that you are responsible for paying such charges. You may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing your local TWC office. TWC is not responsible for any e-mail delivery failures. If, for any reason, you do not receive e-mail notifications that your TWC bill statements are available for viewing through the Service, it is your responsibility to log on to the Service periodically to check to see if a new bill statement for your TWC account is available for viewing.

10. Termination or Suspension

(a) TWC may terminate all or any portion of the Service, or may terminate or suspend all or any portion of your access to the Service, at any time for any or no reason, in TWC's sole discretion, in accordance with applicable law.

(b) You may terminate your access to and use of the Service by unregistering via the Service (if such functionality is available to you within the Service). If such functionality is not available to you within the Service, then you can cancel your use of the Service by calling TWC and requesting that a customer service representative unregister you from the Service.

(c) Termination of your use of the Service does not cancel any other service(s) that you receive from TWC and does not cancel any recurring payment authorization you provided to TWC.



11. Arbitration

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THESE TERMS & CONDITIONS SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THESE TERMS & CONDITIONS MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

12. Effect of Applicable Law; Reservation of Rights

These Terms & Conditions are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s). If any provision in these Terms & Conditions contravene or are in conflict with any such law or regulation, or if you are entitled to more favorable rights under any such law or regulation than are set forth in any provision in these Terms & Conditions, then the terms of such law or regulation, or the rights to which you are entitled under such law or regulation, shall take priority over the relevant provision of these Terms & Conditions. If the relevant law or regulation applies to some but not all of the Service, then such law or regulation will take priority over the relevant provision of these Terms & Conditions only for purposes of the portion of the Service to which the law or regulation applies. Except as explicitly stated in these Terms & Conditions, nothing contained in these Terms & Conditions shall constitute a waiver by you or TWC of any rights under applicable laws or regulations pertaining to the Service.

Part II – Electronic Fund Transfer Disclosures

The following provisions apply to any consumer Payment initiated or authorized through the Service that constitutes an electronic fund transfer from a consumer Payment Account under applicable federal law (such as a Payment initiated through the Service from a consumer debit card or a consumer checking/savings account):

1. Your Liability



Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Payment Account (plus your maximum overdraft line of credit). If you tell us within four (4) Business Days after you learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Password without your permission.

If you do NOT tell us within four (4) Business Days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement from your financial institution regarding your Payment Account shows Payments through the Service that you did not authorize, tell us at once. If you do not tell us within ninety (90) days after the statement was sent to you, you may not get back any money transferred through the Service without your authorization after the ninety (90) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Password has been lost or stolen or that someone has transferred or may transfer money through the Service from your Payment Account without your permission, call: [Customer Service – see Contact Us in electronic bill presentment and payment webpage footer] or write: [Customer Service – see Contact Us for mailing address in electronic bill presentment and payment webpage footer].

2. Transfer Types and Limitations

You may use the Service to make Payments to TWC only.

Monthly recurring Payments to TWC authorized through the Service must be for the statement balance due on the TWC statement for the particular month. In addition, each Payment made to TWC through the Service must be in a minimum dollar amount of \$1.00 and cannot exceed \$99,999.99.

3. Charges

We will not charge you a fee to make electronic fund transfers through the Service.

4. Confidentiality

We will disclose information to third parties about your Payment Account or the electronic fund transfers you make through the Service only as permitted by our privacy policy set forth at: <http://help.twcable.com/html/policies.html>.

5. Recurring Payments



If you have told us in advance to make regular Payments out of your Payment Account, you can stop any of these Payments. Here's how:

Call us at [Customer Service – see Contact Us in the electronic bill presentment and payment webpage footer], or write us at [Customer Service – see Contact Us for the mailing address in the electronic bill presentment and payment webpage footer], or cancel your recurring Payment via the Service (if such functionality is available to you within the Service) in time for us to receive your request three (3) Business Days or more before the Payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

If these regular Payments may vary in amount, we will tell you, ten (10) days before each Payment, when it will be made and how much it will be by sending you your TWC bill statement showing the amount owed to us and the statement due date for that month.

If you order us to stop one of these Payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

6. Our Liability

If we do not complete a transfer through the Service from your Payment Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you do not have enough money in your Payment Account to make the transfer, or your Payment Account does not otherwise permit the transaction to be executed.

If the transfer would go over the credit limit on your overdraft line.

If the Service was not working properly and you knew about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in the Master Subscriber Agreement.

7. Errors and Questions

In case of errors or questions about your electronic fund transfers made through the Service, telephone us at: [Customer Service – see Contact Us in the electronic bill presentment and payment webpage footer], write us at [Customer Service – see Contact



Us in the electronic bill presentment and payment webpage footer], or e-mail us at [Customer Service – see Contact Us in the electronic bill presentment and payment webpage footer.] as soon as you can, if you think that the statement regarding your Payment Account from your financial institution (“Periodic Statement”) is wrong with respect to any Payment made through the Service or if you need more information about a transfer made through the Service that is listed on the Periodic Statement. We must hear from you no later than ninety (90) days after you received the FIRST Periodic Statement on which the problem or error appeared:

- (a) Tell us your name and TWC account number;
- (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- (c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will promptly correct any error. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Payment Account within ten (10) Business Days after we hear from you for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Payment Account. For errors involving new Payment Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to credit your Payment Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

8. Questions Regarding Transactions Initiated Through the Service

ALL QUESTIONS ABOUT TRANSACTIONS MADE THROUGH THE SERVICE MUST BE DIRECTED TO US, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR PAYMENT ACCOUNT. We are responsible for the Service and for resolving any errors in transactions made through the Service.

We will send you monthly bill statements regarding your TWC account; however, such monthly bill statements will not list detailed information (such as type of Payment Account or Payment Account number) regarding transactions that you make using the Service. Instead, such details regarding your transfers made through the



Service will appear only on the Periodic Statement issued by your bank or other financial institution holding your Payment Account. **SAVE YOUR TWC BILL STATEMENTS LISTING THE AMOUNT OF ANY PAYMENTS MADE TO TWC, AND CHECK THEM AGAINST THE PERIODIC STATEMENT REGARDING YOUR PAYMENT ACCOUNT THAT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.** If you have any questions about one of these transactions made through the Service, call or write us at the telephone number and address indicated below.

IF YOUR PASSWORD IS LOST OR STOLEN, NOTIFY US AT ONCE by calling or writing to us at. [Contact Customer Service – see Contact Us in the electronic bill presentment and payment webpage footer]



E-SIGN CONSENT

PLEASE PRINT AND RETAIN A COPY OF THIS CONSENT FOR YOUR RECORDS.

1. Definitions. Capitalized terms used, but not defined, in this consent shall have the meaning given to those terms in Part I or Part II of the above Terms & Conditions, as applicable.
2. Scope of Consent. By accepting the Terms & Conditions, you agree that TWC may provide you with the following categories of records in electronic form only instead of providing a paper copy to you:
 - (a) All notices, disclosures, documents and other information that TWC is required by applicable law to provide or make available to you in writing ("Required Legal Information") about the Service, any methods of Payment available through the Service or any Payment error; and
 - (b) All Required Legal Information set forth in the Terms & Conditions or in any future modification to the Terms & Conditions; and
 - (c) All Required Legal Information about a change in the Terms & Conditions.

The Required Legal Information may be provided to you electronically by such means as TWC shall determine in its discretion, including but not limited to: e-mail (or a link set forth in an e-mail), online posting at an online location designated by TWC, or via the Service.

By accepting the Terms & Conditions, you are not agreeing to stop receiving paper TWC bill statements. You may elect to receive paperless statements after you have completed your registration for the Service. If you choose to request paperless statements through the Service, you will need to accept a separate E-Sign consent before your election to receive paperless statements will become effective.

3. Withdrawal of Consent to Receipt in Electronic Form Only. Your consent to receive the Required Legal Information described above in electronic form only will apply for as long as you are a subscriber of TWC unless you properly withdraw your consent. You can withdraw your consent at any time, and at no cost to you, only by choosing to unregister from the Service. You can unregister by selecting the unregister feature available through the Service or by calling the customer service phone number on your TWC bill statement. If you choose to unregister, your access to the Service will be terminated.
4. Paper Copies. If you wish to obtain a paper copy of any Required Legal Information provided to you electronically pursuant to this consent, you may do so by printing it yourself or by calling the customer service phone number on your TWC bill statement to request a paper copy. We may charge you a reasonable service charge for



the delivery of paper copies of any Required Legal Information within the scope of this consent so long as we disclose our then current service charge to you at the time of your request for a paper copy. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Required Legal Information that you have authorized us to provide electronically pursuant to this consent.

5. Your E-Mail Address. In order to ensure that TWC is able to contact you electronically, you must update your e-mail address information in our records immediately upon any change. You can update your e-mail address through the Service.

6. Minimum Technical Requirements. To electronically access and retain the Required Legal Information described in this consent, you will need to have a personal computer and operating system software that will support operation of the following software requirements:

Web browsers:

Internet Explorer 6.0 or higher; or

Firefox 2.0 or higher.

Browser must have JavaScript and cookies enabled

Other software:

Adobe Reader 7.0.8 or higher

In addition, your computer must have Internet connectivity and you must maintain a working e-mail account that enables you to receive, view and print or store e-mail messages. In order to retain the Required Legal Information provided to you electronically pursuant to this consent, your personal computer will also need to have the capability to save and store the Required Legal Information or you will need a working printer properly connected to your computer.