

TERMS AND CONDITIONS

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The Program

All decisions regarding the operation of the Program and any activities or benefits offered in connection with the Program will be made by Charter in its sole discretion. We reserve the right to change, suspend, or discontinue all or any aspects of the Program at any time, without prior notice to you. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Program, this website or any other website associated with the Program (collectively, the “Website”) or any portion thereof. We will have the right to terminate your participation in the Program and/or use of the Website at any time without notice if you fail to comply with any of these Terms and Conditions or for any other reason in our sole discretion.

By using the Website or otherwise participating in the Program, you confirm your acceptance of these Terms and Conditions, as they may be amended from time to time. The Program and use of the Website are subject to these Terms and Conditions as well as to Charter’s Website Use Terms and Conditions and Spectrum Customers Privacy Policy, as they may be amended from time to time, all of which are posted on the Website or Charter’s website at www.spectrum.com. We may from time to time provide additional terms and conditions relating to specific activities or functionality made available on the Website or in connection with the Program (such as, for example, sweepstakes), which additional terms and conditions are incorporated herein by reference.

In connection with your participation in the Program, you shall provide your honest and truthful opinions, reactions, thoughts and beliefs.

Your Use of the Website

You are authorized to the Website only in connection with your participation in the Program. You shall not allow any other person to access the Website or provide to any other person any information or material obtained by you in connection with the Program.

You agree that you will not: (a) interfere with or disrupt the Website, related services, or servers or networks connected thereto, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or related services; (b) intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law; (c) distribute any virus, Trojan horse, worm, time bomb, cancelbot or other computer programming routine, code or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or misappropriate any system, data or information; (d) employ any data-mining or data-extraction tools; (e) copy or adapt the HTML code used to generate the Website; (f) use any device, software, or routine to interfere with the proper working of the Website or any activity being conducted on the Website; (g) access data not intended for you or log into a server or account that you are not authorized to access; (h) probe, scan, or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (i) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising any part of the Website; (j) engage in any activity that conflicts with any obligations you have under law including contractual or fiduciary relationships; or (k) circumvent, disable or otherwise interfere with security-related features of the Website.

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The content of any material, information or other communication, other than personally identifiable information, you transmit or post to the Website or otherwise provide to Charter in connection with the Program (“Material”) will be considered non-confidential and non-proprietary. By submitting any Material to Charter, you grant irrevocably to Charter, each of its parent companies, subsidiaries and affiliates,

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Program Participation

To participate in the Program, you must be invited to participate in the Program by Sponsor. Only one person per business can participate in the Program. Participants are expected to participate in at least one survey or other activity each month. Membership can be terminated for any reason, including if you are no longer a Spectrum Business customer or if you have not actively participated in the Program for at least three (3) months.

Privacy

We may collect personally identifiable information (such as your first and last name, address, telephone number, e-mail address and Spectrum Business account number) from you in the course of your participation in the Program. Any personally identifiable information collected from you through this Program will be subject to the terms and conditions of the Spectrum Customer Privacy Policy.

Confidentiality

In the course of participation in the Program, you may receive Confidential Information. "Confidential Information" means any and all non-public, proprietary and/or confidential information, data and materials concerning Charter or the Program, including without limitation the fact that the Program is being conducted, any and all information concerning any of Charter's current, past or proposed products, business and/or marketing activities, concepts, strategies or plans, and any and all designs, layouts, prototypes, analyses, proposals or reports provided to you in connection with the Program. The Confidential Information and all intellectual property and proprietary rights with respect to the Confidential Information are and shall remain the property of Charter. You shall not at any time copy or store any Confidential Information, or disclose, transmit or otherwise disseminate any Confidential Information to anyone else. You shall immediately report to Charter in writing any breaches in security that may affect the confidentiality of the Confidential Information. You shall not at any time use the Confidential Information for your own benefit or that of any third party. This Agreement grants no copyrights, trademark rights or rights to any trade secrets, or any licenses, expressed or implied, to you. You shall not at any time make any public statement, announcement or disclosure (including, without limitation, on Facebook, Twitter or any other social media outlet, any website or blog, or to family, friends or co-workers) regarding the Program. Upon termination of this Agreement or your participation in the Program, or upon Charter's earlier request, you will not retain any computer files, documents, storage media or records containing any Confidential Information.

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Release of Claims

You hereby irrevocably waive and release Charter, each of its parent companies, subsidiaries and affiliates, each of their successors, the contractors, licensees and agents of each of the foregoing, and the officers, directors and employees of all of the foregoing, from any and all claims, demands and liabilities whatsoever, including, without limitation, claims asserting copyright infringement, violation of rights of privacy or publicity, defamation or violation of any other personal or proprietary right and claims based on any personal injury, illness, property loss or damage or death, relating in any way to your participation in the Program, the exercise of the rights granted herein and/or the use of any of the Material.

Modification of Terms and Conditions

Charter may, in its discretion, modify these Terms and Conditions and/or any other rules governing the Program. Such modified Terms and Conditions and/or other rules will govern the operation of the Program, the use of the Website and other Program-related activity on or after the effective date of such modified Terms and Conditions and/or other rules. Updated Terms and Conditions may be accessed at the Program Website.

Governing Law

These Terms and Conditions are governed by the internal laws of the State of Missouri, without application of conflict of laws rules. Any disputes regarding or arising out of or relating to these Terms and Conditions shall be heard only in the Circuit court of St. Louis County, Missouri or the Federal District Court for the Eastern District of Missouri. Headings in these Terms and Conditions are inserted for convenience only and in no way alter, amend, modify, limit or restrict the terms of participation in the Program or obligations of Members under these Terms and Conditions. If any provision of these Terms and Conditions are deemed invalid by a court of competent jurisdiction then the invalidity of such provision will not affect the validity of the remaining provisions of these Terms and Conditions. Our failure to insist on or enforce strict performance of any provision of these Terms and Conditions will not be construed as a waiver of any provision or right.