

Information Regarding Your Customer Rights

Establishing Credit/Deposit Policy

You may be asked to pay a deposit to establish telephone service. The amount of the deposit is determined when you apply for service. These Customer Rights provides alternatives to a cash deposit for new residential customers who can demonstrate that they are a good credit risk. You will not have to pay a deposit when you start telephone service or reapply for service at a new or existing location, if:

- the residential applicant has been a customer of any provider of local service within the last two years and is not delinquent in payment to any local exchange service provider. Also, during the last 12 consecutive months of service, the applicant did not have more than one occasion in which a bill was paid late and did not have service disconnected for nonpayment. Upon request, Brightspeed may receive a letter of credit history from the applicant's previous local exchange service provider or,
- if the applicant for residential service is 65 years of age or older and does not have an outstanding account balance with Brightspeed or another local exchange service provider for service which occurred within the last two years.
- if the applicant demonstrates a satisfactory credit rating by an appropriate means including, but not limited to, the production of: (a) generally accepted credit history; (b) letters of credit reference; (c) the names of credit references which may be quickly and inexpensively contacted by the utility; or (d) ownership of substantial equity that is easily liquidated. The creditworthiness of spouses established during the last 12 months of shared service prior to their divorce will be equally applied to both spouses for 12 months immediately after their divorce.
- if the residential applicant has been determined to be a victim of family violence.

Initial Deposit

If you were late paying a bill more than once during the last 12 months of service or had service disconnected for nonpayment, you may have to pay a deposit.

- The customer may be required to pay this initial deposit within ten days after issuance of a written disconnection notice that requests such deposit. Instead of an initial deposit, the customer may pay the total amount due on the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.
- Your deposit amount shall not exceed an amount equivalent to one-sixth of the estimated annual billing, except for service relating to Prepaid Local Telephone Service. The estimated annual billings shall not include charges that are not in Brightspeed's tariff.
- Your deposit plus interest may be returned to you after 12 months of timely payments.

The residential applicant or customer who is required to pay an initial deposit may provide Brightspeed with a written letter of guarantee instead of paying a cash deposit, and the guarantee shall be for the amount of the deposit. The amount of guarantee shall be clearly indicated on any document or letters of guarantee signed by the guarantor. Brightspeed may require a non-

residential applicant to pay a deposit if the applicant's credit for service has not been demonstrated satisfactorily. Also, the establishment of credit or payment of a deposit shall not relieve any customer from complying with the requirements for the prompt payment of bills.

Additional Deposits

During the first 12 months of service, an additional deposit may be required if:

- The customer's actual usage is three times the estimated usage (or three times the average of the most recent three billings), the current usage exceeds \$150, and 150 percent of the security held,
- Actual billings of a customer are at least twice the amount of a) the estimated billings for a non-residential customer or b) the estimated billings after two billing periods for a residential customer, and a suspension notice has been issued on a bill within the previous 12-month period. A new deposit may be required to be made within ten days after issuance of a written notice of termination and requesting an additional deposit.

In lieu of an additional deposit, a residential customer may elect to pay the total amount due on the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months. Also, Brightspeed may disconnect service if the additional deposit or the current usage payment is not paid within ten days of the request provided that a written suspension or disconnection notice has been issued to the customer. A suspension or disconnection notice may be issued concurrently with the written request for the additional deposit or current usage payment.

Refund of Deposit

If service is not connected, or after disconnection of service, Brightspeed will promptly and automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. If your account is secured by a guarantee, the guarantee is void after the final bill is paid. When the customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive commercial or industrial billings without having service disconnected for nonpayment of a bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, Brightspeed will promptly and automatically refund the deposit plus accrued interest to the customer in the form of a credit to a customer's bill, or void the guarantee. If your payment history does not meet this refund criteria, the deposit and interest or guarantee may be retained in accordance with the rules requiring the deposit.

Interest on Deposits

If a deposit on service is retained more than 30 days, Brightspeed will pay compound interest retroactive to the date of deposit. The annual interest rate shall be at least equal to that set annually by the commission on or before December 1st of the preceding calendar year. The deposit shall draw interest until the day it is returned or credited to the customer's account, and payment of interest shall be made at the time the deposit is returned or credited or annually if requested by the customer. If a deposit is refunded within 30 days of receipt, no interest payment is required.

Time Allowed to Pay an Outstanding Bill

All bills for local, toll, and miscellaneous services are due and payable to Brightspeed on or before the due date which is 16 days after issuance. A bill for telephone service is delinquent if unpaid by the due date. The postmark, if any, on the envelope of the bill, or issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the due date falls on a holiday weekend, the due date for payment purposes shall be the next work day after the due date. Brightspeed may assess a late fee, penalty, interest, or other charge as specified in Brightspeed's tariff to a delinquent bill.

How to Resolve Billing Disputes and How Disputes Affect Termination of Service

In the event of a dispute between a customer and Brightspeed regarding any bill for utility service, Brightspeed shall make such investigation as required by the particular case, and report the results to the customer and, in the event the dispute is not resolved, shall inform the customer of the complaint procedures of the Commission. The customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not in dispute by the due date of the bill. The customer's local service will not be discontinued as long as full payment for local service is made.

Steps That Must Be Taken Before the Company May Terminate Service

In the event of failure by the customer or those otherwise responsible to pay any regular bill or any part thereof, Brightspeed may discontinue service if the bill has not been paid, or a deferred payment agreement has not been entered into within 26 days from the date of issuance if proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least 10 days prior to a stated date of disconnection. If mailed, the cutoff day may not fall on a holiday or weekend but shall fall on the next work day after the tenth day.

Grounds For Termination of Service by the Company

- I. Brightspeed may disconnect telephone service after 10 days written notice to the customer for:
 - A. Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement including only the carriage charges of interexchange carriers where a local exchange carrier's tariff provides for billing for those carriers. In the event the appropriate federal authority prohibits disconnection of local exchange service for failure to pay the interstate charges of an interexchange carrier or prohibits payment of interexchange carriage charges as a condition of local exchange service, intrastate carriage charges of an interexchange carrier shall not be a cause for disconnection of local exchange service.
 - B. Violation of Brightspeed's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
 - C. Failure to comply with the deposit or guarantee arrangements where required.

II. Brightspeed may disconnect telephone service without notice to the customer where a known dangerous condition exists for as long as the condition exists or where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following the termination of service for non-payment or in instances of tampering with Brightspeed's equipment, bypassing the same, or other instances of diversion.

Suspension or Disconnection for the Ill and Disabled

Brightspeed may not suspend or disconnect service at the permanent residence of a delinquent customer if that customer establishes that such action will prevent the customer from summoning emergency medical help for someone who is seriously ill residing at that residence.

Deferred Payment Plan Offered by the Company

Brightspeed shall offer, upon request from the customer, a deferred payment plan to any residential customer who has expressed an inability to pay all of his or her bill, if that customer has not been issued more than two disconnection notices at any time during the preceding 12 months and shall not refuse a customer participation in such a program on the basis of race, color, creed, sex or marital status. Every deferred payment plan shall allow the delinquent amount to be paid in equal installments over at least three billing cycles. Brightspeed is not required to enter into a deferred payment plan with any customer who is lacking sufficient credit or a satisfactory history of payment for previous service when the customer has had service from the present utility for no more than three months. If the customer has not fulfilled the terms of a deferred payment agreement, Brightspeed shall have the right to disconnect pursuant to disconnection rules and shall not be required to offer a subsequent negotiation of a deferred payment agreement prior to disconnection. A deferred payment plan may include a five percent late payment penalty.

Steps Necessary to Have Service Reconnected After Involuntary Termination

Service will not be restored unless or until all amounts due are paid in full including restoration of service charges or a deferred payment plan entered into. In some instances, customers may also be required to pay a deposit prior to reconnection. Brightspeed may request the customer to submit cash, money order or cashier's check in payment of a bill and reconnection charges and not accept a personal check or moneys not guaranteed when the history of a customer account warrants such action. No allowance will be made for loss of service during the period service is disconnected for nonpayment, if payment is made and service reconnected before the completion of an order to terminate service.

Residential partial payments. Residential service payment shall first be allocated to basic local telecommunications service. A customer has the right to continue local service as long as full payment for local service is timely made.

Service provided without Discrimination

Brightspeed provides service without discrimination to a customer's race, color, sex, nationality, religion, marital status, income level, source of income, or on the basis of geographic location.

Selecting A Telecommunications Carrier – Your Rights as a Customer

Telecommunications utilities (telephone companies) are prohibited by law from switching you from one telephone service provider to another without your authorization, a practice commonly known as “slamming.” If you are slammed, you should contact your new provider - the telephone company that switched you without authorization - and request that it return you to your original telephone service provider. Texas law requires a local or long distance telephone service provider (telephone company) that has slammed you to do the following:

1. Return you to your original telephone company within three business days of your request.
2. Pay all the usual and customary charges associated with returning you to your original telephone company within five business days of your request to be returned to your original telephone company.
3. Provide all billing records to your original telephone company within ten business days of your request to be returned to your original telephone company.
4. Pay the original telephone company the amount that you would have paid to your original telephone company if you had not been slammed.
5. Refund to you, within 30 business days, any amount you paid over the amount that you would have paid for the identical services by your original telephone company if you had not been slammed.

Please note that once your original telephone company has been paid by the slamming company, your original telephone company is required by law to provide you with all the benefits (e.g. frequent flyer miles) you would have normally received for your telephone use during the period in which you were slammed. Complaints relating to slamming, the unauthorized change in customer’s telephone company, are investigated by the Public Utility Commission of Texas. If a telephone company slams you and fails to resolve your request to be returned to your original local or long distance telecommunications service provider as required by law, or if you would like a complaint history for a particular telephone company, please write or call the Public Utility Commission of Texas at P.O. Box 13326, Austin, TX 78711-3326, (512) 936-7120, 1-888-782-8477 (toll free in Texas) Hearing and speech-impaired individuals with text telephones (TTY) may contact the commission at (512) 936-7136. You can prevent slamming by requesting a preferred telephone company freeze from your local telephone company. With a freeze in place, you must give formal consent to “lift” the freeze before your telephone service can be changed. A freeze may apply to local toll service, long distance service, or both. The Public Utility Commission of Texas can give you more information about freezes and your rights as a customer. Be advised that you may have additional rights under state and federal law. You can also write or call Brightspeed if you would like further information about these additional rights at 1120 South Tryon Street, Charlotte, NC 28203, (833) 692-7773.

Charges on Your Telephone Bill

Placing charges on your telephone bill for products or services without your authorization is known as “cramming” and is prohibited by law. Your telephone company may be providing billing services for other companies, so other companies’ charges may appear on your telephone bill. If you believe you were “crammed,” you should contact the telephone company that bills you for your telephone service and request that it take corrective action. The Public Utility Commission of Texas requires the billing telephone company to do the following within 45 days of when it learns of the unauthorized charges:

- notify the service provider to cease charging you for the unauthorized product or service;
- remove any unauthorized charge from your bill.
- refund or credit all money to you that you have paid for an unauthorized charge;
- and, on your request, provide you with all billing records related to any unauthorized charge within 15 business days after the charge is removed from your telephone bill.

If Brightspeed fails to resolve your request, or if you would like to file a complaint, please write or call the Public Utility Commission of Texas at P.O. Box 13326, Austin, TX 78711-3326, (512) 936-7120, or (888) 782-8477 (toll free in Texas), Fax: (512) 936-7003, Email: customer@puc.state.tx.us, Internet: www.puc.texas.gov. Hearing and speech-impaired individuals with text telephone (TTY) may contact the commission at (512) 936-7136 and Relay Texas (toll free) 1-800-735-2989. Your telephone service cannot be disconnected for disputing or refusing to pay unauthorized charges. You may have additional rights under state and federal law. Please contact the Federal Communications Commission, the Attorney General of Texas, or the Public Utility Commission of Texas if you would like further information about possible additional rights. You can also write or call Brightspeed if you would like further information at 1120 South Tryon Street, Charlotte, NC 28203, (833) 692-7773.

Your Right to Supervisory Review

Any customer or applicant for service requesting the opportunity to dispute any action or determination of Brightspeed under the customer service rules of the Texas Public Utility Commission shall be given an opportunity for a supervisory review by the utility. If Brightspeed is unable to provide a supervisory review immediately following the customer’s request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the customer chooses not to participate in such review or to make arrangements for such review to take place within five days after requesting it, Brightspeed may disconnect service, providing notice has been issued under standard disconnect procedures. The results of the supervisory review must be provided in writing to the customer within 10 days of the review, if requested. Any customer who is dissatisfied with the review by Brightspeed must be informed of their right to file a complaint and/or request a hearing before the appropriate municipal regulatory body or the Public Utility Commission of Texas, whichever is applicable. The Texas Public Utility Commission’s contact information is: PUCT, Consumer Protection Division, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or in Texas (toll-free) 1-888-782-8477, e-mail address: consumer@puc.texas.gov, Internet address: www.puc.texas.gov, and Relay Texas (toll-free) 1-800-735-2989.

How To Reach Our Customer Support Center

If you wish to reach our Customer Support Center to report a service problem, make a payment, or to make a billing or customer service inquiry, you can reach us 24/7 at (833) 692-7773, or you can write us at 1120 South Tryon Street, Charlotte, NC 28203. We will be glad to assist in any way we can.

Dual Party Relay Service

Texas Relay will relay calls between a person using a TTY or other devices and any other telephone user. The service also allows a person without a TTY to call a TTY user. Specially trained personnel are available 24 hours a day, 7 days a week, to relay calls. There is no extra charge for this service. Calls placed to destinations within the state of Texas will be billed at a discounted rate. Long distance calls placed through DPRS will be billed at the prevailing rates of the carrier selected by the Public Utility Commission to provide this service. To use DPRS or obtain more information, including rate information, call toll-free:

If you have a TTY: 1 + 800 + RELAY-TX 1 + 800 + 735 + 2989

If you do not have a TTY: 1 + 800 + RELAY-VV 1 + 800 + 735 + 2988 (Voice)

Now the DPRS system can also be accessed by dialing 7-1-1. To learn more about Texas Relay, contact the Relay Texas office at 1-800-735-2989 or the Public Utility Commission of Texas at (512) 936-7120 or in Texas (toll-free) 1-888-782-8477, e-mail address: consumer@puc.texas.gov, Internet address: www.puc.texas.gov.

Special Services for the Disabled

If you are physically disabled or care for the physically disabled, check with us to find out about more about your customer rights, special programs, and discounts available. We provide exemption from charges for operator assisted calls and directory assistance calls that cannot be dialed due to disability. For information about these programs, call our Customer Support Center.

Lifeline Assistance Program

Brightspeed participates in the Lifeline program, which makes residential telephone or qualifying broadband service more affordable to eligible low- income individuals and families. Eligible customers may qualify for Lifeline discounts of \$5.25/month for voice or bundled voice service or \$9.25/month for qualifying broadband or broadband bundles. Residents who live on federally recognized Tribal Lands may qualify for additional Tribal benefits if they participate in certain additional federal eligibility programs. In addition to Lifeline, the State of Texas offers a state telephone assistance discount. The telephone assistance program offers up to \$3.50 per month discount on home landline telephone service. The Lifeline discount is available for only one telephone or qualifying broadband service per household, which can be either a wireline or wireless service. Broadband speeds must be at least 25 Mbps download and 3 Mbps upload to qualify. A household is defined as any individual or group of individuals who live together at the same address and share income and expenses. Services are not transferable, and only eligible consumers may enroll in these programs.

Consumers who willfully make false statements to obtain these discounts can be punished by fine or imprisonment and can be barred from these programs. At the time individuals apply for Lifeline benefits or recertify their Lifeline benefits, the FCC and USAC shall provide them with a notice that their personal information may be used and shared with the appropriate agencies to verify eligibility. If you live in a Brightspeed service area, visit <https://www.brightspeed.com/aboutus/community/lifeline> for additional information about applying for these programs or call (833) 692-7773 with questions.

Your Right to Inspect or Obtain a Copy of the Applicable Tariffs and Service Rules

The services provided by Brightspeed are public utility services, subject to the rules, regulations, and charges set forth in its tariffs, which shall at all times control the provision of such communication services. In the event of a conflict between such tariffs, and the information contained in this notice, the tariffs shall prevail. The tariffs are subject to change and are available for inspection on Brightspeed's website. Brightspeed shall provide copies of any such portion of the tariffs at a reasonable cost to reproduce such tariffs for a requesting party. The customer has a right to the information about their services and rates.

Pre-paid Local Telephone Service

Pre-paid Local Telephone Service (PLTS), a program that helps customers manage outstanding telephone balances and retain basic local telephone service, is available to Brightspeed customers. PLTS provides eligible customers a one-time opportunity to retain their local service if they are at risk of disconnection of their local service for nonpayment of their telephone bill. This service also allows residential customers who have been disconnected because of delinquent or unpaid bills to be reconnected. PLTS is not available to business customers. To receive this service, you must agree not to incur additional charges for long distance or usage-sensitive services such as 3-Way Calling or Call Trace. Your account will be toll-blocked, which means you will not be able to place outgoing long distance telephone calls while you are participating in this program. To subscribe to PLTS, you must also pay up to two months of local service charges in advance and must arrange a deferred payment plan for your outstanding local telephone charges. Payments for these charges will begin with the third billing cycle after you subscribe. The monthly payments on this plan may not exceed \$10 per month or one-twelfth of the outstanding local debt, whichever is larger. You also must pay your PLTS bill by the date due. If your telephone has been disconnected and you apply for PLTS within 10 days of receiving the disconnection notice, you will not be required to pay the reconnection charge for restoring service at this time. You will be required to pay that charge when you return to basic local telephone service. A subscription to PLTS provides these services at the current monthly rate: basic residential local telephone services, white page directory listing, toll blocking, non-published number service (if requested) and access to 9-1-1 and dual-party relay services. In addition, customers will be responsible for paying surcharges or fees required by law or ordinance, included, but not limited to: 9-1-1 charges, subscriber line charges, sales tax, Universal Service Fund charges and municipal fees. Customers are also expected to pay for Extended Area Service (EAS), Expanded Local Calling (ELC), or Extended Metropolitan Service (EMS), where services are available, if those services are requested or required in their area. Violation of the terms of PLTS are grounds for immediate disconnection. You have the option to receive basic local telephone service without entering into PLTS if you do not

owe for basic local telephone service. Call our Customer Contact Center during regular business hours to sign up or obtain further information.

Your Customer Proprietary Network Information Rights

In the normal course of providing your telephone service, Brightspeed, Inc. maintains certain information about your account. This information, when matched to your name, address and calling or originating billing telephone number, is known as your customer specific “customer proprietary network information,” or CPNI for short. Examples include the type of line you have, technical characteristics (like touch call or rotary service), class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data and calling patterns. Brightspeed, Inc. may use your CPNI to market its services to you. However, the Public Utility Commission of Texas has adopted new rules stating that Brightspeed, Inc., may not use your customer-specific CPNI to market certain telephone services or features to you if you have requested that your CPNI be considered “restricted” for this purpose. These telephone services or features are those that may be available to you from a source other than Brightspeed, Inc. If you wish to have your customer-specific CPNI considered “restricted,” please call our Customer Contact Center at (833) 692-7773. Simply tell your contact representative that you wish to restrict their use of your customer-specific CPNI. There will be no charge for restricting your customer information, and the restriction will remain in effect until you notify Brightspeed otherwise.

Pay-Per-Call Notice

Per-line or per-call blocking does not prevent transmission of your telephone number when you call a company using an 800, 888, or 900 number. Therefore, your number may be available to that company's service representative before your call is answered.