

**UPDATED ONLINE TERMS OF USE**

Effective Date: July 1, 2020.

**Introduction**

Please read these Terms carefully before using any online services (e.g., website, email, or mobile app) provided by CoxCom, LLC (“Cox”, “we”, “us”, or “our”) that post a link to these Terms (the “Online Service”). By visiting or otherwise using the Online Service in any manner, you agree to the then posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge, agree and consent to our data practices as described in the applicable privacy policy posted on the applicable Online Service.

These Terms affects your legal rights, responsibilities and obligations and govern your use of the Online Service, are legally binding, limit Cox’s liability to you and require you to indemnify us and to settle certain disputes through individual arbitration. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Online Service and uninstall Online Service’s downloads and applications.**

**Additional Terms**

In some instances, additional or different terms, posted on the Online Service, apply to your use of certain parts of the Online Service (individually and collectively “Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

**Updates to these Terms and Additional Terms**

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Online Service as more fully explained in [Section 11](#).

**Quick Links**

**We have summarized some (but not all) of the main topics of these Terms below. The complete provisions, and not the headings or summaries govern.**

• **Grants and Limitations of Rights**

- We only grant you a limited revocable license to use the Online Service subject to rules and limitations. More at [Section 1](#).
- You grant us a broad license, which we may sublicense, to the content you submit, including your Profile, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Online Service is subject to forum usage rules and we have the right to manage our Online Service to keep its content appropriate More at [Section 2](#).
- Your use of our Online Service is subject to various restrictions designed to protect the Online Service and our users. We may change or discontinue our Online Service in whole or in part. More at [Section 3](#).

- **Limitations on Your Remedies**

As permitted by applicable law,

- We are providing the Online Service to you on an “as-is” basis, without any warranty of any kind, our liability to you in connection with your use of the Online Service is very limited, and other limitations and disclaimers relate to your use of the Online Service. More at [Section 9](#).
- As permitted by applicable law, our liability is greatly limited as more fully explained in this section. More at [Section 10](#).

- **Third-Party Services**

- We are not responsible for third parties or their content, advertisement(s), apps or sites. For instance, portions of the Online Service may be integrated into or linked to third-party sites, platforms and apps that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Online Service. Use caution when dealing with third parties. More at [Section 1.E](#).

- **Infringement and Dispute Resolution**

- Users may not post content they do not own or control, and users may be suspended or terminated if they do so. Copyright owners may give us notice of infringement as detailed in this section, and we will respond in accordance with applicable law. More at [Section 5](#).
- You can also give notice of trademark and other infringements that you think occur on the Service. More at [Section 5](#).
- As permitted by law, you agree to arbitrate disputes and waive jury trial and class actions. More at [Section 8](#).

- **Availability of Online Service**

- We may change or discontinue our Online Service, or your right to access it, in whole or in part. More at [Section 3.C](#). Our Online Service are intended for access from and use in the U.S.A. More at [Section 12.C](#).

## FULL ONLINE TERMS OF USE

### 1. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.

**A. Ownership.** The Online Service and all of its content (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by Cox, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Online Service is the property of Cox, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. Cox

owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Online Service.

**B. Your Rights to Use the Online Service and Content.**

(i) Your right to use the Online Service and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Online Service and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Online Service and the content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the “**Cox Licensed Elements**”):

(1) Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device (“**Device**”) and/or print one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

(2) Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Online Service;

(3) Subject to any applicable Additional Terms, if the Online Service includes a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;

(4) If the Online Service includes a “Download” link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;

(5) Download, install and use one copy of any software, including apps, that we make available on or through the Online Service (“**Software**”) on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, Cox does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be Cox and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms, without the prior written consent of Cox; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

(6) If made available to you, obtain a registered personal account (and/or related username and password) on the Online Service and interact with the Online Service in connection therewith;

(7) Link to the Online Service from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Cox names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with Cox or cause any other confusion, and (c) the links and the content on

your website do not portray Cox or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Cox. Cox reserves the right to suspend or prohibit linking to the Online Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and

(8) Use any other functionality expressly provided by Cox on or through the Online Service for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

**C. Rights of Others.** In using the Online Service, you must respect the Intellectual Property and rights of others and Cox. Your unauthorized use of Content may violate the rights of others and applicable laws and may result in your civil and criminal liability. If you believe that your work has been infringed via the Online Service, see [Section 5](#) below.

**D. Reservation of all Rights Not Granted as to Content and Online Service.** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Online Service and content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY COX AND ITS LICENSORS AND OTHER THIRD PARTIES. *Any unauthorized use of any Content or the Online Service for any purpose is prohibited.*

**E. Third-Party Services.** We are not responsible for third parties or their content, advertisement(s), apps or sites (“**Third-Party Services**”). For instance, portions of the Online Service may be integrated with, or linked to, third-party sites, platforms, applications, or other services or materials that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Online Service. This may include the ability to register or sign in to our Online Service using Facebook Connect or other third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Online Service. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services. If you are accessing or using the Online Service through Apple, Android, or any other platform, these are Third-Party Services. If you access our apps via Apple, please see the specific Apple terms below that are applicable to you and are incorporated into the Terms by this reference.

#### TERMS APPLICABLE FOR APPLE IOS.

- (i) To the extent that you are accessing the Online Service through an Apple mobile application, you acknowledge that these Terms are entered into between you and Cox and, that Apple, Inc. (“**Apple**”) is not a party to these Terms other than as third-party beneficiary as contemplated below.
- (ii) The license granted to you by Cox under the Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Use (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third-party terms of agreement applicable to the Service.
- (iii) You acknowledge that Cox, and not Apple, is responsible for providing the Online Service and Content thereof.
- (iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Online Service.

- (v) To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Online Service.
- (vi) Notwithstanding anything to the contrary herein, and subject to the terms and conditions of the Terms, you acknowledge that, solely as between Apple and Cox, Cox, and not Apple is responsible for addressing any claims you may have relating to the Online Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Online Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (vii) Further, you agree that if the Online Service, or your possession and use of the Online Service, infringes on a third-party's Intellectual Property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claims.
- (viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.
- (ix) When using the Online Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Online Service.
- (x) Your use of real time route guidance on the Online Service (if any) is at your sole risk. Location data may not be accurate.

## 2. CONTENT YOU SUBMIT AND FORUM USAGE RULES.

### A. User-Generated Content.

(i) **General.** Cox may now, or in the future, offer users of the Online Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Online Service, or on or in response to our pages or posts on any third-party platforms or in connection with any of our promotions by any media or manner, or otherwise submit to us (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, "**submit**") messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding Cox Licensed Elements included therein, "**User-Generated Content**" or "**UGC**"). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, gameplay, social communities, contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in these Terms and, subject to any applicable Additional Terms, you retain whatever legally cognizable right, title, and interest that you have in your UGC.

(ii) **Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Online Service's posted [Online Privacy Policy](#), or any applicable Additional Terms, you agree that (a) your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, Cox does not assume any obligation of any kind to you or any third-party with respect to your

UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; according, you acknowledge and agree that your UGC is submitted at your own risk.

In your communications with Cox, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, Cox retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Cox’s receipt of your Unsolicited Ideas and Materials is not an admission by Cox of their novelty, priority, or originality, and it does not impair Cox’s right to contest existing or future Intellectual Property rights relating to your Unsolicited Ideas and Materials.

**(iii) License to Cox of Your UGC.** Except as otherwise described in any applicable Additional Terms (such as a promotion’s official rules), which specifically govern the submission of your UGC, or in an applicable privacy policy or notice, you hereby grant Cox, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Cox to your UGC, you also, as permitted by applicable law, hereby grant to Cox, and agree to grant to Cox, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2.A(iii).

**(iv) Cox’s Exclusive Right to Manage Our Service.** Cox may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Cox may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement and protect users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Online Service by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Online Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the



Online Service prospectively removed from public display as provided for in the applicable privacy policy or notice.

(v) **Representations and Warranties Related to Your UGC.** Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC, (a) you are the sole author and owner of the Intellectual Property and other rights to the UGC, or you have a lawful right to submit the UGC and grant Cox the rights to it that you are granting by these Terms and any applicable Additional Terms, all without any Cox obligation to obtain consent of any third-party and without creating any obligation or liability of Cox; (b) the UGC is accurate; (c) the UGC does not and, as to Cox’s permitted uses and exploitation set forth in these Terms, will not infringe any Intellectual Property or other right of any third-party; and (d) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.

(vi) **Enforcement.** Cox has no obligation to monitor or enforce your Intellectual Property rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including initiating actions in your name and on your behalf (at Cox’s cost and expense, to which you hereby consent and irrevocably appoint Cox as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

**B. Forum Usage Rules.** As a user of the Online Service, these Forum Usage Rules (“**Rules**”) are here to help you understand the conduct that is expected of members of the Online Service’s online forums (“**Forums**”).

(i) **Nature of Rules.** Your participation in the Forums is subject to all of the Terms, including these Rules:

- **Your UGC.** All of your UGC either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to Cox. (For example, if someone has taken a picture of you and your friend, and you submit that photo to Cox as your UGC, then you must obtain your friend’s and the photographer’s permission to do so.)
- **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Online Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.
- **Act Appropriately.** All of your Online Service activities must be venue appropriate, as determined by us. Be respectful of others’ opinions and comments so we can continue to build Forums for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will and it doesn’t belong on the Online Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national

origin, gender, sexual orientation, religion, or handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18.

- **Do Not Use for Commercial or Political Purposes.** Your UGC must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
- **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others from the Online Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company. In the event you receive anything in consideration from us with respect to your UGC (e.g., coupons, sweepstakes entries, etc.) you represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.
- **Others Can See.** We hope that you will use the Forums to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Forums are public or semi-public and UGC that you submit on the Online Service within a Forum may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Forum spaces and take care when otherwise disclosing this type of information to others.
- **Don’t Share Other People’s Personal Information.** Your UGC should not reveal another person’s address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by Cox (e.g., an email address to send an email invite to a friend).
- **Don’t Damage the Online Service or Anyone’s Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Online Service or any computer or other Device.



If you submit UGC that Cox reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by applicable law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Online Service.

**(ii) Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Online Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

**C. Appropriate Content and Alerting Us of Violations.** We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. We may include venue and content rules as Additional Terms. If you discover any content that violates these Terms or any applicable Additional Terms, then you may report it by sending an email to [privacy@cox.com](mailto:privacy@cox.com). For alleged infringements of Intellectual Property rights, see [Section 5](#).

### 3. ONLINE SERVICE AND CONTENT USE RESTRICTIONS.

**A. Online Service Use Restrictions.** You agree that you will not: (i) use the Online Service for any political or commercial purpose in competition with us (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Online Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Cox; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Online Service by any means whatsoever or modify any Online Service source or object code or any Software or other products, services, or processes accessible through any portion of the Online Service; (v) engage in any activity that interferes with a user’s access to the Online Service or the proper operation of the Online Service, or otherwise causes harm to the Online Service, Cox, or other users of the Online Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Online Service or any feature that restricts or enforces limitations on use of or access to the Online Service, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Online Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Online Service, other computer systems or networks connected to the Online Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

**B. Content Use Restrictions.** You also agree that, in using the Online Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Online Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of Cox Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer

to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Cox or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Online Service.

**C. Availability of Online Service and Content.** Cox, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Online Service and/or Content (and any elements and features of them), in whole or in part, for any reason, in Cox's sole discretion, and without advance notice or liability.

#### 4. CREATING AN ACCOUNT.

**A. Accounts.** In order to access or use some of the features on the Online Service, you must first register through our online registration process on our website or through one of our mobile apps. The Online Service's practices governing any resulting collection use, disclosure and management of your personal information are disclosed in the applicable privacy policies or notices. If you are under the age of majority in your state, then you are not permitted to register as a user, create a Profile Page or otherwise use the Online Service or submit personal information to us.

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may provide you a randomly generated initial password) and you agree that: (i) you will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or email address for any other reason in our sole discretion; (ii) you will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it including on your Profile Page, continuously and promptly to keep it accurate, current, and complete; (iii) you are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) you are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Online Service using your name, username, or password; (v) you will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security, but accept that we are not responsible for thereafter stopping or preventing unauthorized use; and (vi) you will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right, as permitted by applicable law, to terminate your account or suspend or otherwise deny your access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

**B. Profiles.** We may from time-to-time permit you to set up private, semi-private and/or public profile pages (“**Profile Page(s)**”) that allows you to provide and/or display information about you. Your Profile Page may not include any form of prohibited UGC, as outlined in [Section 0](#) above. Without limiting the foregoing, Profile Pages may not include content that you are attempting to sell through the Online Service, and cannot be used to conduct commercial activities in competition with us, including, but not limited to, transactions,

advertising, fundraising, contests or other promotions absent our prior written consent. We may offer you the ability to set preferences relating to your profile or Online Service's activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users' profile material.

Profile Pages may only be set up by an authorized representative of the individual that is the subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Online Service. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profile Pages, or any portion thereof, at any time without notice.

#### **5. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.**

If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act ("DMCA") to identify content or material posted on the Online Service that is infringing that you would like removed from our Online Service, you may submit such notice to us by following the instructions [here](#).

#### **6. NOTICES, QUESTIONS AND CUSTOMER SERVICE.**

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: CoxCom, LLC, at 6205-B Peachtree Dunwoody Road NE Atlanta, GA 30328. If you have a question regarding the Online Service, you may contact Cox Customer Support by sending an email [here](#) or calling us at [1-800-234-3993](tel:1-800-234-3993). You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

#### **7. PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS.**

We strive to accurately describe our products or services offered on the Online Service; however, we do not warrant that such specifications, pricing, or other content on the Online Service is complete, accurate, reliable, current, or error-free. As permitted by applicable law, Cox shall have the right to refuse or cancel any applicable orders in its sole discretion. Your potential orders are offers to purchase subject to our acceptance, which we may reject or cancel subject to refund. Additional Terms may apply.

#### **8. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION; CLASS ARBITRATION AND COLLECTIVE ARBITRATION WAIVERS.**

**IF YOU FOLLOW THE PROCEDURES SET FORTH IN [SECTION 8.B](#) BELOW, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT; PROVIDED HOWEVER IF YOU BECOME A NEW COX CUSTOMER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE**

**RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THIS AGREEMENT AS DEFINED IN [SECTION 1.D](#) ABOVE (THE “OPT-OUT PERIOD”). OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.**

**A. YOU AND COX AGREE TO ARBITRATE —RATHER THAN LITIGATE IN COURT**—any and all claims, disputes, or controversies between you and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (“Dispute”) that arise out of or in any way relate to this Agreement, any of the Services provided under this Agreement or any other Services or products that Cox provides to you in connection with this Agreement (including but not limited to amounts that Cox charges you for Services or products provided, any alleged breach related to the collection, retention or disclosure of your personal information, and any alleged violation of our Privacy Notice). The term “Dispute” means any and all past, present or future disputes, claims or controversies between you and Cox, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or any other legal or equitable theory, and includes, without limitation, any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of this Dispute Resolution Section, provided, however, that the term “Dispute” does not include any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of the Class Action, Class Arbitration and Collective Arbitration Waivers set forth in [Section 8.C](#), below, or whether claims to resolve any Disputes must proceed solely on an individual basis, all of which shall be decided by a Court of competent jurisdiction, and not by an arbitrator. With that sole exception which shall be broadly construed, the term “Dispute” shall be given the broadest possible meaning. You and Cox also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to you by Cox or any of its affiliated entities under any other agreement. Notwithstanding this agreement to arbitrate, you and Cox may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court’s jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

**B. Opt Out:** You may opt out of this dispute resolution provision (except for the jury trial waiver contained in [Section 8.G](#) below) by notifying Cox of that intent during the Opt-Out Period by sending an email to Cox at [ArbitrationOptOut@cox.com](mailto:ArbitrationOptOut@cox.com) or a letter via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 stating that you are opting out of this dispute resolution provision. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement with Cox, and you may remain a Cox customer. If you opt out of the dispute resolution provision, that opt out will remain in effect if Cox modifies this section in the future or you agree to a new term of service under this Agreement. If you enter into a new agreement with Cox that includes a dispute resolution provision and you want to opt out of that provision, you will need to follow the instructions in that agreement for opting out.

**C. “Class Action Waiver”; “Class Action Arbitration” and “Collective Arbitration Waiver”:** You and Cox agree that all Disputes between you and Cox will be arbitrated individually, and that there will be no class, collective, coordinated, representative, or consolidated actions in arbitration (a “Class or Collective Arbitration”). You and Cox agree that any action or agreement by you to bring claims or to participate in any claims related to a Dispute in a Class or Collective Arbitration is contrary to this Agreement. A Collective Arbitration shall include, but is not limited to, any claim (i) to resolve a Dispute involving two (2) or more similar claims for arbitration filed by or on behalf of one or more claimants; (ii) which involves common questions of law or fact; (iii) which involves an agreement to cooperate or coordinate the arbitration demands being asserted against the same defendant(s); and (iv) is initiated at or near the same time. You and Cox agree that this class action waiver and Collective Arbitration waiver shall be binding in any arbitral proceeding. No arbitrator shall

have the authority to consolidate, join, or allow the coordination of more than one (1) person's claims or to preside over a class, collective, mass or representative proceeding in any form. No arbitrator shall have the authority to determine the enforceability of this [Section 8.C](#). If you or Cox brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by you or Cox. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court then the entire arbitration agreement set forth in this [Section 8](#) will not apply to any Dispute between you and Cox, except for the provisions of [Section 8.G](#) waiving the right to jury trial. This class action and collective arbitration waiver may not be severed from our arbitration agreement.

**D. Arbitrator Authority:** The arbitration between you and Cox will be binding. In arbitration, there is no judge and no jury. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the Applicable Law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Cox. Review of arbitration decisions in the courts is very limited.

**E. Informal Dispute Resolution:** You and Cox agree that you will try to resolve disputes informally before resorting to arbitration. If you have a dispute, first call Cox Customer Care at the number listed on your monthly bill statement. If the Cox representative is unable to resolve your dispute in a timely manner, you agree to then notify Cox of the dispute by sending a written description of your claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve it with you. If Cox does not satisfactorily resolve your claim within 30 calendar days of receiving written notice to Cox Customer Care of your claim, then you may pursue the claim in arbitration. Neither you nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If you are sending a written notice of your intent to file for arbitration to Cox, please send such notice via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending you a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for you.

**F. Arbitration Procedures:** You and Cox agree that this Agreement and the services Cox provides to you affects interstate commerce and that the Federal Arbitration Act and not state arbitration laws applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Cox via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. You must also comply with the AAA's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or Applicable Law. Cox will not seek to recover its fees and costs from you in the arbitration, even if allowed under the law, unless your claim has been determined to be frivolous. If you are successful in the arbitration, Cox will pay your reasonable attorney's fees and costs. If you obtain an award from the arbitrator greater than Cox's last written settlement offer, Cox will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in the county of the billing address where Cox provided you service and either party may appear either in person or by telephone.



**G. Jury Trial Waiver:** If for any reason this arbitration agreement is found to be unenforceable, or if you opt out of this dispute resolution agreement, you and Cox expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY**. This means that a Judge rather than a Jury will decide disputes between you and Cox if, for any reason, the arbitration agreement is not enforced.

**H. Survival:** This dispute resolution provision survives the termination of your Services with Cox. If you bring a claim against Cox after termination of your Services that is based in whole or in part on events or omissions that occurred while you were a Cox customer, this dispute resolution provision shall apply.

## **9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.**

**A. AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THE ONLINE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. To the fullest extent permissible by applicable law, Cox and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “Cox Parties”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Online Service, Content, Cox Licensed Elements, UGC or other Cox products or services, except as set forth in subsection C, below.**

**B. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, COX PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.**

**C. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY COX PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY COX PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) COX PARTIES’ LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY COX PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST COX PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

## **10. LIMITATIONS OF OUR LIABILITY.**

**A. AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY COX PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Online Service, Content, Cox App Licensed Elements, UGC or other Cox products or services, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by Cox.**



**B.** The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Cox Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Online Service).

**C. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COX PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE ONLINE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID COX IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).**

**D. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY COX PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY COX PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) COX PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY COX PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST COX PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.**

## **11. UPDATES TO TERMS.**

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Online Service (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE ONLINE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS OF USE AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE ONLINE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE ONLINE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Online Service.

## **12. GENERAL PROVISIONS.**

**A. Cox's Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants Cox a right of consent or approval, or permits Cox to exercise a right in its "sole discretion," Cox may exercise that right in its sole and absolute discretion. Note Cox consent or approval may be deemed to have been granted by Cox without being in writing and signed by an officer of Cox.

**B. Indemnity.** As permitted by applicable law, you agree to, and you hereby, defend (if requested by Cox), indemnify, and hold Cox Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Cox Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use of the Online Service and your activities in connection with the Online Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your

violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Online Service or your activities in connection with the Online Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Cox Parties' use of the information that you submit to us (including your UGC) subject to our [Online Privacy Policy](#) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by Cox Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, Cox Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Cox Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Cox Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

**C. Operation of Online Service; Availability of Products and Services; International Issues.**

Cox controls and operates the Online Service from the U.S.A., and makes no representation that the Online Service is appropriate or available for use beyond the U.S.A. If you use the Online Service from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

**D. Export Controls.** You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

**E. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

**F. Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, Cox reserves the right, without limitation, to: (i) investigate any suspected breaches of its Online Service's security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by Cox in accordance with its [Online Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Cox to comply with law enforcement requests or legal requirements in accordance with its [Online Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Online Service, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to Cox under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Online Service, or upon notice from Cox, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Online Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Cox in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

**G. Assignment.** Cox may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable

Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Cox.

**H. Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Online Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Online Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Cox in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

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