



## CABLE SERVICE AGREEMENT

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The following terms relate to your Cable Service Agreement ("Agreement").

### 1. PAYMENT FOR CABLE SERVICES

(a) You must pay for the services you receive in accordance with our billing practices, along with any installation charges and other applicable fees and taxes. If you have any questions about our prices or fees, please contact our office.

(b) If you fail to pay us in full by the due date on your billing statement, we may require that you pay us the following additional amounts:

- \$ a late fee;
- \$ amounts we spend, including reasonable attorney's fees, to collect the money you owe us.

Our late fee charge is available from our office. You confirm that such fees are reasonable in light of our costs in collecting past due amounts.

(c) If we suspend any of your cable services for failure to pay amounts you owe us or for violating this Agreement, we require that you pay us a fee for restoring your cable service.

(d) If your check to us has insufficient funds (or if your bank or credit card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us a fee.

(e) We may verify your credit standing, including through credit reporting agencies.

(f) We may require a deposit or other guaranteed form of payment (for example, a credit card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or credit card account you have authorized us to use.

(g) You authorize us to accept (and charge you for) any orders or requests made through your cable service or from your location. For example, if someone in your home requests a pay channel like HBO, you are responsible for the resulting charges.

(h) We are not required to notify you of offers we make available to others, or to lower your rates to equal those contained in such offers.

(i) You must bring any billing errors to our attention within 30 days of the day you receive the bill or you will waive your right to (in other words, you will

not be eligible to receive) a refund or credit.

(j) Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what fees, taxes and surcharges to collect from you. You waive (in other words, you are not eligible to receive) a refund of any fees that we collect from you and pay to any government or agency. You can receive a list of the fees, taxes and surcharges we collect from our office.

(k) You cannot settle amounts you owe us by writing "paid in full" or any other message on your bill or check.

(l) If you provide us with a credit or debit card for billing or deposit purposes and the issuer gives you a new card on the account with a different expiration date, you authorize us to update our records to reflect the new expiration date and to continue to use the account as before.

(m) If a third party sues us based on your use of our cable service (for example, claiming theft or copyright violation based on something you did, you will indemnify us (in other words, make us whole) for any losses, including reasonable attorneys' fees, that we suffer.

(n) We may request that you pre-pay the charges for your first month's service and any installation or equipment fees are payable at the time of installation. Thereafter, we will bill you for your services every month in advance. Charges for additional items, (for instance, pay-per-view movies and events, additional services and features) will be billed the following billing cycle. Your monthly cable bill will identify your recurring service charges, additional charges and applicable taxes, fees and surcharges. These taxes, fees and surcharges may include, among others, federal and state excise taxes and fees, state and local sales and business taxes and service-specific charges, and regulatory and franchise fees. You may request from us a list of applicable fees, taxes and surcharges.

(o) Payment in full for all billed charges, including additional charges and all taxes, fees and surcharges, must be received by the date indicated on your bill to avoid late fees and other charges. Please report any billing errors immediately. A late fee may be assessed upon any outstanding undisputed balance due that remains after the due date appearing on your bill.

(p) Nonpayment of any portion of your cable bill may result in interruption or disconnection of any and all services. You are liable for payment for all services rendered by us and billed to your account. It is your responsibility to mail or make payment in a timely manner to ensure receipt by us on or prior to the due date. If you know that your payment will be late, call us so we can make arrangements to avoid service interruption and reconnection fees.

(q) All equipment, including digital set top boxes, DVRs, converters,

terminals and remote controls provided by us are our property and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to us at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

## **2. DIGITAL CABLE EQUIPMENT**

### **a. DEFINITIONS RELATING TO DIGITAL CABLE EQUIPMENT**

As used in this document:

(i) "Customer" means the individual in whose name the cable service account is maintained. This is usually the person identified on the work order initiating the installation of Company's services, and/or the individual named on any written agreement for service. The Customer is responsible for all charges on the account.

(ii) "Equipment" means one or more of the following: digital set top converter, remote-control unit, demarcation device or unit, security devices, addressable control module, A/B switch, coaxial and/or fiber optic cable which is not Inside Wiring, any parent lock-out device, or any other device installed or activated in or around the Home, or provided by Company necessary or convenient for a Customer to receive services from Company. Inside Wiring is not considered equipment here and is addressed separately.

(iii) "Home" means the structure in which the Customer lives, including a single-family home, apartment, other residence, or any other type of dwelling unit.

(iv) "Inside Wiring" means the coaxial cable and/or other wiring and/or fiber optic cable that is installed or activated by Company for the provision of cable service, and that runs inside the Home and to a point 12 inches outside of the Home. It includes any extra outlets, splitters, connections, fittings or wall plates attached to it. Inside Wiring includes all the fiber optic/coaxial cable/CAT 5 and other wiring material that runs to a single or multiple points connecting communication devices in the Home. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire, but does not include devices such as digital set top box converters, demarcation devices or units, gateway devices or units, A/B switches, parental lock-out devices, security devices and the like, even if inside or within 12 inches of the Home, and does not include any wiring that is jointly used with another provider of services.

### **b. CABLE SERVICE-RELATED EQUIPMENT**

Company will install and maintain lines, equipment, Inside Wiring and other material on the Customer's property as may be necessary to deliver the services to the Home. All equipment, Inside Wiring, and materials installed by Company will be and

remain the property of Company, free from any claim of Customer or any third party who succeeds to possession or ownership of the Customer's Home, but subject to any legal requirements or conditions.

The installation and maintenance of equipment, Inside Wiring and other materials will be performed by Company. The Customer agrees not to attach unauthorized devices to Company's equipment or Inside Wiring. If the Customer makes any unauthorized connections or modifications to Company's equipment, Inside Wiring, or any other part of Company's network, the Customer will be in breach of this Agreement and Company will have the right to terminate cable service. Company recommends that you unplug equipment during any storm with lightning potential.

Digital set top box converters may be necessary to receive some Company cable service. Company will provide two (2) set top boxes per household at no charge. Any additional set top box will be provided to you based upon a monthly fee. Additionally, Company has remote controls specifically designed for the digital set top box converters that Company supplies and may offer universal remote controls that can control multiple devices. If a Customer desires to purchase a remote control from a retail store, he or she should contact Company for more information.

Company is not responsible for problems relating to the operation of consumer electronic equipment such as televisions, DVD players, home antennas, digital video recorders and other items that may be connected to the Inside Wiring in the Customer's home. A Customer should not attempt to open, change or repair any Company equipment. Company is responsible for fixing its equipment that may have defects. Problems caused by tampering, neglect or abuse will be remedied at the Customer's expense.

Inside Wiring is treated under the law in a way that is different from equipment. Company retains ownership of all Inside Wiring it installs, but any Inside Wiring that a Customer installs is owned by the Customer. At the time the Customer terminates Company service, Company may elect to relinquish ownership of its Inside Wiring, but not any equipment or other Company material on the Customer's property. The equipment installed by Company always belongs to Company, unless Company elects to sell it to the Customer and it is fully paid for. Company may supply new or reconditioned equipment to the Customer at Company's option.

**The Customer is responsible for returning all equipment provided by Company to it when the Customer stops receiving service, regardless of whether service is terminated by the Customer or by Company. The Customer is responsible for repair, replacement and other costs, damages, fees and charges if equipment is not returned to Company or is returned in a damaged condition. If a Customer moves, it is important that Company equipment be returned, and not left at the location where service was terminated. The equipment must be returned to Company or a Company agent or representative, in good working order, normal wear and tear excepted, or else the Customer will be charged for a replacement, for all repair charges for damaged equipment, and for any other charges to make**

**Company whole related to each piece of equipment not returned as required.**

**Any damage to Company equipment, other than normal wear and tear, will be the Customer's responsibility, and the Customer will be required to pay Company for the repair or replacement of such equipment. The Customer will be responsible for paying all costs incurred by Company, including but not limited to attorneys' fees and costs, investigator fees, witness fees and court costs.**

**The Customer is responsible for preventing the loss of, or damage to, equipment within the Customer's Home. A Customer should consider covering equipment under a homeowner's, renter's, or other insurance policy.**

All installations, repairs and custom work may be subject to a charge.

Company is not responsible for problems with the operation of, nor does it provide maintenance service for the Customer's television, television-related equipment, telephone, telephone-related equipment, personal computer or other data-related equipment, even if it is attached to Company's equipment.

**None of the equipment supplied by Company is intended to become a fixture or a part of the Customer's real property in any way, unless it is purchased by the Customer. The equipment supplied by Company may be removed by Company at any time during or following termination of the Customer's service, whether due to nonpayment for service or otherwise, and each Customer is required to allow Company access to the home for such purposes.**

Company's digital set top box converters have parental control capability, which allows either rated programming or selected channels to be blocked from viewing. Customers should call Company for more information.

Digital set top box converters may be obtained by calling the Company.

Should you experience equipment problems, replacement equipment may be obtained by calling the Company to schedule an appointment, or returning and exchanging the equipment in person at the Company's offices.

**If a Customer is moving out of the service area or needs to disconnect, he or she should visit the Company to place a disconnect order and to make arrangements for the return of any equipment supplied by Company. Charges may continue until all equipment has been returned to or picked up by Company.**

c. DIGITAL CABLE EQUIPMENT USAGE TERMS

The Company will deliver to the subscriber's premises the necessary equipment (such as digital set top box, for example) for subscriber's use, in connection with this Agreement. The equipment is and shall remain the sole property of the Company. All equipment is uniquely identifiable and addressable. The Company may deactivate it

remotely without advance notice or permission of the subscriber. With regard to such equipment, the subscriber agrees:

1) To use the equipment for the purpose of receiving the service ordered from the Company and for no other purpose;

2) To prevent any connections to the equipment which are not expressly authorized by the Company, any such unauthorized connection or tampering is considered unlawful. I understand that I may be criminally liable for theft of service for such unauthorized connections and that any unauthorized equipment found attached illegally may be confiscated by the Company;

3) To prevent tampering, altering, or repair of the equipment by any person other than authorized personnel;

4) To assume complete responsibility for improper use, damage, or loss of such equipment regardless of cause;

5) To return the equipment in good condition, ordinary wear and tear resulting from proper use excepted, within **five business days** after service is disconnected. If the converter is not returned, subscriber's account will be billed accordingly;

6) Customer agrees that he/she is responsible for the "set top box" and remote control until returned to the Company. The box is valued at \$200.00, DVR at \$400.00, and remote at \$15.00. Any damage to equipment may forfeit the customer's deposit. Any total destruction, damage or loss would result in customer's account being charged the full amount for equipment; and

7) To pay the Company on demand, the sum of \$300.00/minimum deposit paid in liquidating damages, plus all collection costs including attorney's fees, in the event of loss, destruction, or disappearance of any equipment provided by the Company.

d. COMPANY'S PROTECTION PLAN

Inside Wiring can be installed by Company or by a Customer. It is the policy of Company to maintain ownership of all Inside Wiring (and all other wiring) it installs to the maximum extent that its ownership is allowed to be maintained by applicable law and regulation. Inside Wiring includes the section of wiring that is 12 inches outside the dwelling unit where the cable enters the Home. Although Company retains ownership on the Inside Wiring that Company installs, the Customer is responsible for any negligence and damage to the Company's Inside Wiring and other Company equipment unless the Customer subscribes to the Company's maintenance plan. That plan is described separately below.

The Customer is not prohibited by law or by the service agreement from installing his or her own wiring. However, the Customer is responsible for that wiring. The

Customer may not cut, terminate, alter or harm Company Inside Wiring. Company may require compliance with technical specifications. The Customer may not connect any wiring, device or equipment to any Inside Wiring in a way that impairs the integrity of Company's network, such as by creating signal leakage, allowing theft of cable service, or violating government law or regulation. Signal leakage can interfere with radio devices that use the same frequencies near the source of the leakage, including devices used by air traffic control, police and fire safety services. There have been documented cases of interference to aeronautical communications between airplanes and air traffic control caused by signal leakage. Company can disconnect service to prevent or repair signal leakage if it determines a signal leak is coming from the Customer's Home or a Customer makes connections that result in signal leakage in excess of FCC standards.

The Customer may not make any attachments to the Inside Wiring that result in a degradation of signal quality to any person.

If the Customer is in good standing and terminates cable service, Company will generally not elect to remove Inside Wiring, unless there are unusual circumstances that would cause Company to do so.

**A Customer may contract for Company's Protection Plan. The Protection Plan offers Customers protection with respect to Inside Wiring and other Company equipment. The Protection Plan is available for a monthly fee to Customers.**

**The Protection Plan relieves the Customer from all maintenance charges. Without the Protection Plan, if a Customer damaged the Inside Wiring by cutting it during a home improvement project, or an animal chewed the wiring on the side of the home, or another similar accident occurred, or there is damage to other Company equipment, Company would charge the Customer for the necessary repairs. For Customers who subscribe to the Company's Protection Plan, Company will determine the source of service trouble and repair or replace defective, damaged or improperly operating Inside Wiring and Company owned equipment, all at no additional charge to the Customer.**

The Protection Plan does not cover the following:

- a) Damage caused by fire or acts of God such as hurricanes, tornados, or flooding; or
- b) Repair of any Customer-owned equipment or facilities, such as televisions, monitors, DVD players, sound systems and personal computers; or
- c) Installation of new jacks or connectors at new locations on a Customer's premises; or
- d) Extensions located in detached structures and outbuildings; or
- e) Willful damage or destruction, harm resulting from abuse, or harm or

damage that is a direct or indirect result of negligence.

Company's liability to the Customer for damages arising under or in connection with any failure to perform under the Protection Plan program, regardless of the form of action, shall not exceed the lesser of (i) actual proven damages or (ii) the cost of two (2) years of Protection Plan maintenance. Company does not support commercial activities with this plan, and Company shall not be held liable for losses of failures due to the inability to make commercial use of the service, for any reason. Company shall not be liable to a Customer in any way for any loss or damage due to any cause beyond its reasonable control, and in no event will Company be responsible for any indirect or consequential damages, including damages claimed to result from loss of business, revenue, profits or business opportunity.

e. ACCESS TO CUSTOMER'S HOMES

The Customer authorizes Company, or its designee, to make connections and perform other tasks which are necessary or desirable to enable Company to provide services, including connecting and making necessary attachments to any Inside Wiring or other Company equipment. The Customer authorizes Company, or its designees, to enter into his or her Home in the Customer's presence or the presence of his or her representative, or upon the property outside the Customer's Home, at any time during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the services and equipment supplied by us. The Customer should ask for proper identification. The Customer also grants Company permission to run its cable and to drill holes as necessary in or into the Customer's Home - in standard installation locations or other locations agreed to jointly - to connect Company services and equipment, and to place Company Inside Wiring and other Company equipment.

The Customer is responsible to procure all consents required for any installation. The Customer guarantees the consent of any other person, firm or institution whose consent may be required, to the entry upon the Customer's property by Company for the purposes of installation, maintenance and removal of equipment and Inside Wiring, and to the continuous use by Company, without hindrance, of any existing or future public utility easement on or through Customer's property or the property where the Customer's Home is located. This authorization includes the right for Company or a Company designee to be on any property outside the Customer's Home at reasonable times, even if the Customer is not at Home. If the Customer is not the home or property owner, he or she agrees to supply Company or the Company designee, upon request, with the owner's name and address, proof of consent to access the home and/or property, and to use any public utility easement.

f. LIMITED WARRANTY, LIMITATION OF LIABILITY, INDEMNIFICATION

For a period of 30 days from an installation or repair, Company warrants that the service, Inside Wiring and equipment performed, installed or repaired will meet any applicable FCC and industry standards, will operate or perform under normal conditions, and will be free from material defects in materials or workmanship. If a Customer reports

any defect or failure within this period, Company will re-perform the non-conforming work, repair or replace the non-conforming Inside Wiring and/or equipment, and restore performance to any required standards. Re-performance of work and repair or replacement of Inside Wiring and/or equipment is the sole remedy available under this limited warranty or otherwise, regardless of the event or the nature of the claim, except to the extent this limitation is itself limited by applicable law. Company makes no warranty or representation regarding any results that may be obtained for the use of Company services, regarding the accuracy or reliability of any information obtained through Company services, regarding goods or services purchased or obtained through Company services, regarding any transactions entered into through Company or its services, or that Company services will meet any user's requirements, be uninterrupted, timely, secure or error-free. The Customer assumes responsibility and risk for all use of the service by any person. This warranty gives the Customer specific legal rights. The Customer also may have other legal rights.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE OR NON-INFRINGEMENT OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Company will not be liable for any delay or failure to perform its obligations, including interruption in service, if such delay or non-performance arises in connection with any acts of God, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather; acts of any governmental body, or any other cause beyond Company's reasonable control.

COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING THOSE RESULTING FROM THE USE OF OR THE INABILITY TO USE COMPANY SERVICES, EQUIPMENT OR INSIDE WIRING.

The Customer agrees to indemnify, defend and hold harmless Company, its affiliates, officers, directors, employees, consultants, representatives and agents from any and all third-party claims, liability, loss, damages and/or costs (including, but not limited to, attorney's fees and costs) arising from all use of Company services, any violation of the terms of service or infringement of any intellectual property or of other rights of any person or entity. The terms of service will inure to the benefit of Company, its successors, assigns, and licensees.

### **3. LIMITATIONS ON USE OF CABLE SERVICE**

(a) The cable service we provide and the way we deliver them will change from time to time, in part due to our efforts to improve them. These changes may impact the cable service you receive today, or may require that you change your own equipment or its configuration, or lease new or additional Equipment from us, to continue to obtain the full benefit of those cable services. If you are under a promotional or other offering with a set price for a period of time, you are assured only that you will be charged the set price during the time specified. You are not assured that the cable service you receive (or that our equipment and system requirements) will remain the same.

(b) The cable service is for your reasonable, personal non-commercial use only. You may not provide the cable service to any person who is not a member or guest in your household, or to persons outside your premises, whether for a fee or otherwise. You will take reasonable precautions to prevent others from gaining unauthorized access to the cable service. For example, if you use a home wireless network with the cable service, you will establish and use a secure password or similar means of limiting access to the members of your household.

(c) If you knowingly access cable service that you have not paid for, or damage or alter our Equipment (or use third party equipment) in order to obtain cable service that you have not paid for, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or imprisonment. We can always enforce our rights with respect to theft of or tampering with our cable service.

(d) You are only allowed to use our software and other intellectual property (for example, our name and logo) as needed to receive our cable service.

(e) We will conduct maintenance from time to time that may interrupt the cable service.

#### **4. OBJECTIONABLE MATERIAL AND PARENTAL CONTROLS**

(a) Our cable service makes available some material that may offend you or be inappropriate for members of your household. We provide parental controls and other tools that can filter or block access to certain video programming and Internet content. The availability and effectiveness of these tools may vary depending on your equipment and software.

(b) Parental controls for video programming generally require that you lease a set-top box from us. For more information, please contact our office.

(c) Even if you use the parental controls we provide, your household may be exposed to materials you find objectionable.

## **5. SERVICE PROBLEMS**

(a) We will attempt to correct service problems caused by our Equipment or software but we are not required to install, service or replace other equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact our office.

(b) We have no obligation to compensate you for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

(c) Local law may impose other outage credit requirements with respect to some or all of the cable services. If this is the case, we will follow the law.

(d) Our cable service may not work with equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services even if we provide you with a CableCARD<sup>™</sup> as recommended by the device manufacturer. To get the full benefit of our cable service, you may need to lease Equipment from us.

## **6. CHANGES TO OUR AGREEMENT**

(a) We may change our Agreement by amending the on-line version of the relevant document. Unless you have entered into an Addendum that ensures a fixed price for a period of time, we may also change the prices for our services or the manner in which we charge for them.

(b) If you continue to use the cable service following any change in our Agreement, prices or other policies, you will have accepted the changes (in other words, made them legally binding). If you do not agree to the changes, you will need to contact our office to cancel your cable service.

(c) Any changes to our Agreement are intended to be prospective only. In other words, the amended version of the relevant document only becomes binding on you as of the date that we make the change.

## **7. ENFORCEMENT OF OUR AGREEMENT**

(a) If we think you have violated our Agreement, we have the right to suspend or terminate any or all of your cable service without prior notification.

(b) We do not waive (in other words, give up) any rights under our Agreement just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a

violation of our Agreement, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

## **8. OUR SERVICES ARE NOT GUARANTEED AND OUR LIABILITY IS LIMITED**

(a) OUR SERVICES ARE NOT GUARANTEED TO WORK OR TO BE ERROR FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CAN NOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

(b) WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH US, REGARDLESS OF THE BASIS OF ANY CLAIM. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE CABLE SERVICE, EQUIPMENT OR SOFTWARE. IN NO EVENT WILL WE BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

(c) THE CABLE SERVICE, EQUIPMENT AND SOFTWARE, AND THE COMMUNICATIONS YOU MAKE USING THEM, MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. WE WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO YOUR CABLE SERVICE, EQUIPMENT, COMMUNICATIONS OR DATA.

(d) OUR CABLE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT, SOFTWARE AND DATA. WE ARE NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. FOR EXAMPLE, WE MAY, AT THE REQUEST OF THE MANUFACTURER OF ANY THIRD PARTY DEVICE THAT YOU HAVE CONNECTED (OR AUTHORIZED US TO CONNECT) TO OUR NETWORK, DOWNLOAD SOFTWARE TO SUCH DEVICE, WHICH MAY CHANGE ITS FEATURES AND FUNCTIONALITY. WE ARE NOT RESPONSIBLE FOR THESE DOWNLOADS OR ANY RESULTING LOSSES OR DAMAGES.

## **9. PRIVACY RIGHTS AND OBLIGATIONS**

Your privacy rights, including your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act.

## **10. TERM OF AGREEMENT; TERMINATION OF SERVICE**

- (a) This Agreement remains in effect until either of us terminates it.
- (b) We may terminate your cable service at any time for any or no reason.
- (c) If you wish to terminate cable service, you must notify us and provide us with reasonable opportunity to schedule a visit to your location to disconnect the cable service and recover our equipment.
- (d) You cannot terminate cable service by writing "canceled" or any other message on your bill or check.

**11. YOU MAY NOT TRANSFER YOUR RIGHTS OR RESPONSIBILITIES TO ANOTHER PERSON**

Except with our consent, you may not transfer or assign the cable service, the equipment or your obligation to comply with our Agreement.

**12. SERVICE & INSTALLATION**

Installation and service call appointments are scheduled in advance. If we cannot meet a scheduled commitment, we will attempt to notify you and reschedule the appointment for a convenient time.

**13. SERVICE INTERRUPTIONS**

We maintain a high standard of technical operations within our cable systems and responds promptly to most service interruptions. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, equipment failures, auto accidents involving utility poles, and in some cases, loss of signal at the origination point of the program.

**14. SPORTS BLACKOUTS**

Professional sporting events, both local and national, may be subject to blackouts per the league's broadcast rules. Due to these blackouts, not all programming and services will be available in all areas and programming may be subject to change.

**15. CABLE SERVICE THEFT**

Unauthorized cable hookups are a violation of this Agreement. Tampering with or altering a cable system or converter to receive unauthorized services is a Federal crime punishable by fines and/or imprisonment. We have the technology necessary to detect unauthorized hookups, and we conduct periodic system checks.