

## TERMS AND CONDITIONS

Herein, it is mutually understood the Customer is the individual and/or business identified on the front of this agreement, and the Company is identified as Union Springs Telephone company, Inc.

If at any time the Customer is not satisfied with the service or repairs or other facilities provided under this agreement it is understood and agreed that the Customer's exclusive remedy shall be limited to termination of service and the Company shall have no other liability to the Customer.

Customer does hereby grant Company the right to access the premises at the service address at all reasonable times for purposes of connecting the service, inspection, adjusting, repairing, moving or removing facilities, or, checking for signal leakage in order to comply with Federal Communications Commission (FCC) standard. It may be necessary for the service to be interrupted or disconnected if leakage beyond FCC requirements persists. Customer understands that any installation damage complaint must be reported with 30 days of installation.

Customer agrees not to move, disturb, alter, or change any of the locations of any of the Company's materials or facilities. If Customer request relocation of the service wire from the original place of connection, customer shall pay for relocation request.

Company shall not be responsible for any damage or injury caused by the Company's inability to bury a cable drop at the time of installation. The customer accepts liability for any and all damage or injury resulting from unburied cable and agrees to defend, indemnify and hold Company harmless from and against any and all demands, claims, suits, and cost of any kind whatsoever.

The Company shall not be liable for any inconvenience, liability loss or damage resulting from any failure or interruption of signal service, directly or indirectly caused by, or resulting from any circumstances beyond the Company's control, this includes "acts of God". Customer agrees to hold Company harmless for any and all activities involving "Internet Operations". Customer agrees that Company is not responsible for the maintenance or repair of Customer's television set(s) or computer(s).

Customer understands that the Company uses telephone or power poles in providing services and that this continued use cannot be guaranteed; therefore, in the event it is denied for any reason the service provided hereunder may be interrupted or discontinued and if Company after reasonable effort, is unable in its discretion to provide service over alternate routes. Customer agrees that no claims will be made against Company, or any telephone company, power company, and county or municipality for said interruption or termination of service. If Customer is not the owner of the premises to be served under this contract, Customer agrees to indemnify and hold Company harmless from any and all claims of such owner arising out of the performance of this contract.

The Customer shall notify the Company of any change of occupancy or ownership of the premises immediately on such transfer of ownership or tenancy. Nothing in this agreement shall be construed to give the Customer the right to sell or assign, or the successor tenant or occupant to acquire any rights to use of any of the installation or service provided by the Company.

The Customer agrees to pay, upon execution of this agreement, connection and service charges as listed on this agreement. The Customer agrees to pay to the Company monthly in advance for service at Customer's premises, and that on failure to pay said monthly sum or any other breach of this contract the Company has the right to disconnect its services to Customer and/or enter Customer premises and remove it facilities. The Customer has the right to pay the total ballance of the account each month by the due date indicated on the bill. If any payment of the bill is not received in Company's office by the due date Customer's account may be charged a processing fee. The processing fee covers the additional expenses in processing Customer service record. The Customer hereby agrees to pay the processing fee if any payment is not received in our office by the date indicated. Accounts delinquent over 30 days may be subject to additional charges for restarting and/or reconnecting service. A returned check fee may also be charged. The returned check amount (plus fee) must be replaced by cash, cashiers check, or money order. The exact charge(s) for any fee stated herein will be designated on a rate card which may be obtained from the system and which is incorporated herein by reference. Customer warrants that no monies are owed to Company from previous accounts with Company. If Company finds a prior account with Customer with monies owed to the Company, and then Company may apply any funds received to that account.

**PROGRAM SERVICE:** Customer acknowledges that Company has the right at any time to preempt without prior notice specific programs advertised as available to Customers and to substitute what Company deems to be programming of comparable quality. In addition, Company reserves the right to increase or change the application fees at any time.

**RIGHTS AND DUTIES UPON TERMINATION:** this agreement may be terminated by Company and the

equipment removed without prior notice if Customer: (A) Breaches the covenants contained in this agreement, or (B) Fails to timely pay the monthly services. Accounts, which are disconnected for non-payment, may be forwarded to a collection agency for further collection efforts. Accounts, which are forwarded for collections, may be charged a collection fee. Customer may terminate agreement at any time by providing an ADVANCE NOTICE as required by the Company and cooperating with Company in the removal of Company equipment from Customer's home. Attempts BY COMPANY TO ACT UPON NOTICE, WHICH DOES NOT COMPLY, WITH THE PROVISIONS OF THIS CONTRACT DO NOT CONSTITUTE A WAIVER OF THE NOTICE PROVISION CONTAINED HERETIN

EQUIPMENT: The converter unit and other property delivered to customer shall remain the property of the Company. Customer assumes the risk of loss, theft or to damage to the equipment at all times prior to the removal of the units by Company and stipulates that the value of the units will be assessed a charge equal to one and one half (1 ½) time cost. Customer hereby knowingly authorizes Company if permitted by law to confess judgment against Customer for these amounts together with attorney's fees and cost incurred by Company due to loss of or damage to Company equipment or other breach of this contract by Customers. In the event of disconnection, Company reserves the right to continue billing for services until all equipment has been returned.

NO WARRANTIES: Company shall have no liability of any nature for failure or interruption of services caused or resulting from any circumstances beyond its control. In any other case of program interruption of service, Company's sole obligation shall be at its option to either make available comparable programming or to refund to Customer the amount paid directly for such programs or service. Company does not make any representations as to the useful life of any of the batteries needed for the operation of the remote control unit.

TAXES: Customer agrees to pay any local, state, federal taxes imposed or levied on or with respect to all billable services.

### CUSTOMER PRIVACY RIGHTS NOTICE

This "Notice" is provided pursuant to the provisions of the Federal Cable Communications Policy Act of 1984.

In order that we may continue to provide reliable service and maintain adequate records, we keep regular business records that contain your name, address, telephone number, and other personally identifiable information. Such records include billing, payment and deposit; as well as, service maintenance and repair records, and premium services subscription information, marketing information and subscriber complaint records. We use this information to sell, maintain, disconnect and reconnect service; to make sure that you are being billed properly for the services you receive; and to maintain financial, accounting, marketing, tax, service and property records including records required by the terms of our franchise. We consider information we keep to be confidential. We may collect personally identifiable information from you and may disclose it to a third party if (a) you consent in advance in writing or electronically, or (b) disclosure is necessary to render cable services and other services we provide to you and related business activities, or (c) disclosure is required pursuant to a court order and you are notified of such order. We may make your records available routinely to employees, agents and contractors (to install, market, provide and audit cable service; to an independent billing house to send bills; to a mailing service for sending program guides; to program services which will periodically audits subscription information; to attorneys and accountants as necessary to render services to the company; to potential purchases in connection with a system sale; to franchising authorities to demonstrate compliance; and to collection service if required. We may periodically audit the system to determine whether you are being billed properly for the service you are receiving. Access is as often as required and may be, on a day-to-day basis

We are permitted to disclose personally identifiable information to the extent necessary to conduct our business. Unless you object from time to time, we also disclose your name and address for mailing lists and other purposes permitted by law. We will not disclose the extent of your viewing or use of a particular service or the nature of any transaction you may make over the cable system, but we may disclose that you are among those who subscribe to a particular service. If you wish to remove your name from such lists or limit the use of your name at any time, please obtain complete and return a "Non-disclosure of Name and Address Form" from our local office. We will maintain information about you for as long as we provide service to you, and for a longer time if necessary for business purpose. When information is no longer necessary, we will periodically destroy this information. The information will not be kept for more than seven years. You have the right to inspect our records that contain about you and to correct any error in our information. If you wish to inspect the records at our local system office pertaining to you, please contact the office to set up an appointment during regular business hours. Federal law limits the collection

and disclosure of these records. If your rights under federal law are violated, you may bring a private action in federal district court to remedy that violation. In addition, the government may obtain disclosure or personally identifiable information by court order, if it offers evidence that such records are material to a criminal case, and if you are given the opportunity to appear and contest the evidence. The address of your local system office, if not printed clearly on this document, may be obtained by calling our customer service representative.

---

**BILLING DISCREPANCIES CAN NOT BE RESEARCHED BEYOND NINETY (90) DAYS FROM THE DATE OF INVOICE**