



## CTTV Digital Television Service Agreement Terms and Conditions

### Financial Standing:

CT Communications agrees to provide digital television service to you if, based on a reasonable showing, you are in good financial standing. We may verify your credit standing in accordance with applicable laws. Federal and state laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual. CT Communications may require a security deposit before installing service.

### Installation and Maintenance:

If our customer is not the owner of the house, apartment or other premises upon which CT Equipment is being installed, you warrant that you have obtained the consent of the owner of the premises for CT personnel to install our service.

You authorize CT to make any preparations necessary for the installation, maintenance, or removal of equipment. CT shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the CT Equipment, except for damage caused by negligence on the part of CT.

Customer agrees to provide CT access to their premises during regular business hours upon reasonable notice to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the CT Equipment.

CT Communications shall have the right to upgrade, modify and enhance CT Equipment and Software from time to time through “downloads” from CT’s network or changing out of Equipment. Customer acknowledges that CT may conduct maintenance from time to time that may result in interruptions of your service.

### Connection Assurance:

Connection Assurance service is required for all CTTV customers. This is necessary because problems on your phone line can affect the delivery of your Television and/or Internet service. Connection Assurance service covers the repair of defective inside wire or jacks on your residential line. CT Communications will repair or replace any residential phone wire or jacks that are defective. This plan includes the trip charge, labor, and materials needed for the repair. This service will not cover neglect by the

customer, or wiring that does not meet CT Communications standards. Additionally, the line and jack must have been working; this does not cover wiring and jacks that did not previously work. The Service Technician dispatched to your home will determine if these non-covered services exist. This service is automatically added to all the telephone lines that have CTTV on them.

## Equipment:

In order to provide you with the great programming variety you were looking for when you ordered CTTV, we need to install a CTTV gateway box and other related equipment in your home. This document outlines the terms and conditions you agree to in relation to the equipment and service we install. All digital television equipment (CT gateway boxes, related equipment and attachment cables) belongs to CT Communications, even while the equipment is installed in your home.

## Equipment Responsibility:

Loss or theft of, or physical damage to, the equipment is your responsibility. You agree to pay CT Communications the value of the equipment, or what it costs to repair the equipment, should such loss occur. CT Communications assumes no liability for lightning damage to your property. You understand that the costs of equipment repair or replacement are subject to change, and that other charges relating to possession or use of CT Communications equipment may be increased or initiated at any time, as allowed by laws or regulations. Upon notice from CT Communications, you agree to pay such charges, or return the equipment in good working order.

Under no circumstances are you to allow anyone to open, alter, misuse, tamper with, remove, or use the equipment contrary to this agreement. You will not, nor will you allow others to, remove any markings or labels from the CT Communications equipment indicating CT ownership or serial or identity numbers. You will safeguard the CT Equipment from loss or damage of any kind, and will not permit anyone other than CT Service Technicians to perform any work on the CT Equipment.

## Return of Equipment:

After your service has been discontinued, you must promptly return the equipment to CT Communications. CT may continue charging a monthly fee for the service until the outstanding CT Equipment is returned, collected or fully paid for. Any CT Equipment that is not returned in a reasonable amount of time will be billed for at the current replacement rate. These charges are the value of the equipment and can be obtained by calling our customer service department at 653-4000. Payment for unreturned equipment will be in addition to any other charges you may owe CT Communications.

After equipment is returned, it will be inspected for damage. You agree to pay CT Communications the replacement cost of the Equipment if it has been damaged or tampered with.

## Interruption of Service:

The Company shall restore video service within seventy-two hours after a subscriber reports a service interruption or other problem if the cause was not a natural disaster.

## CT Communications Video Customer Complaint Procedure

We will receive customer's complaints via phone, email, or in writing. Our complete contact information is on the customer bill and the customer disconnect notice. Once we receive the complaint you will receive a follow up call within 24 hours.

If we cannot resolve your complaint to your satisfaction you may speak with a supervisor or we will provide you with the phone number for the Department of Commerce, to escalate your video issue.

## CT Communications Billing Adjustments for Service Interruptions

A credit will be given to a subscriber when a subscriber reports an interruption caused by the video service provider that lasts more than four (4) hours in a given day. The subscriber will receive a full days credit for the interpreted service.

A credit will be given to a subscriber when a subscriber reports an interruption not caused by the video service provider that lasts more than twenty four (24) consecutive hours. The subscriber will receive a credit equal to the cost per hour of the video service for the hours that the video service is interrupted.

## Other Policies including Disconnection of Service

The subscriber is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities; installation and applicable service charges; equipment and all applicable local, state and federal fees and taxes. The subscriber will be billed monthly in advance for service. Other charges will be billed in the next practicable monthly billing cycle following use.

All bills are due when rendered and are payable at the CT Communications business offices, via regular mail, credit card, auto payment or in person. In the event that any sum due is not paid on or before the noted due date of the month in which the bill was issued, a written notice may be sent to the subscriber, calling attention to the fact that the amount is past due.

The company shall give a subscriber at least ten days' advance, written notice of a disconnection of all or part of the subscriber's video service, except if the disconnection has been requested by the subscriber, is necessary to prevent theft of video service, or is necessary to reduce or prevent signal leakage as described in 47 C.F.R. 76.611.

The company shall not disconnect all or part of a subscriber's video service for failure of the subscriber to pay its video service bill, until the bill is at least forty-five days past due.

Late charges may be assessed if the account is not paid by the noted due date.

If you participate in a promotional offer that requires a minimum time commitment and service is terminated early, you agree that you are responsible for any early termination fees that were described to you at the commencement of such promotion.

The company shall give a subscriber at least thirty days advance written notice before removing a channel from the provider's video service. No such notice is required if the provider must remove the channel because of circumstances beyond its control.

The company shall give a subscriber at least thirty days advance written notice before instituting an increase in video service rates.

## Communications with Government Entities

When requested to do so, the company will assist a municipal corporation or township in addressing video service subscriber complaints. When complaints have been escalated to the Department of Commerce, and the company has been contacted by the Department of Commerce, a response will be given to the department within 72 hours of receiving that complaint.

## Franchise Fees:

CT Communications holds franchise agreements with the various communities in which we provide service. The commitments/requirements of these franchises vary, particularly in the areas of public education, and/or government access channels, special access studios and equipment, institutional networks, equipment for schools, and so forth, which are collectively known as "community service". Your community charges a franchise fee which is used to offset the expense of administering cable television operations and for other activities that benefit the public. This fee is a percentage of your total digital television bill; therefore, increases in any other service rates will also increase the franchise fee by a corresponding amount. The City of Urbana charges a franchise fee of 5%. The Village of West Liberty charges a franchise fee of 3%.

## Change of Terms:

Changes in our terms and policies are at times needed. We will notify you at the address of record at least 30 days prior to implementation. Your acceptance of such change is evidenced by your continuing relationship as a subscriber.

## Troubleshooting:

Customer's Service includes the right to request reasonable service and maintenance calls to check and correct problems with the Services. It will be necessary for our Repair Technicians to obtain access to our equipment in your residence during normal business hours to diagnose/repair any problems. Should you experience a problem with your digital television reception, we ask that you first use the help button on the remote to do basic troubleshooting. If you are unable to solve the problem, please call our Service Department at 652-8272. Technical Support Representatives are available 24 hours-a-day to assist you. If you don't report trouble, we will not know you have a problem.

CT Communications is not responsible for any wiring, equipment and related software installed in your residence that is not CT Equipment or CT licensed Software. CT will have no obligation to install, connect, support, maintain, repair or replace any computer, television, audiovisual recording or playback device (e.g., VCR, DVD), audio equipment, cabling or other equipment that does not belong to CT Communications. If you have questions on equipment compatibility issues, please call our Helpdesk at 652-8272. If you need assistance in connecting these devices, CT Communications can schedule a service call and assist in installation. Standard rates apply for these appointments. Please call Customer Service at 653-4000 to schedule an appointment.

Customer agrees the CT Communications has no responsibility for the operation of any equipment, software or service other than the Services, the CT Equipment and the CT licensed Software. For instance, certain commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready", will not be able to receive or utilize all available Services without the addition of a CTTV gateway box or other CT Equipment for which a fee may be charged.

## Important Phone Numbers:

Telephone Repair.....	652-1777
Internet Technical Support.....	484-0999 option 1
Television Helpdesk.....	652-8272
Customer Service/Complaints.....	653-4000