

Terms of Service

This concerns HTC Communications (HTC) TV (also called "Digital TV") service and it's high speed, Digital Subscriber Line Internet access (DSL Internet Access) service. By receiving service from HTC, you agree to the following terms and conditions. Please read them carefully.

1. Service and Installation Rates:

Digital TV Service monthly rate for Standard Service (plus tax):	\$ <u>39.99</u>	with 128 Kbps DSL	\$ 59.94
Digital TV Service monthly rate for Standard Service (plus tax):		with 256 Kbps DSL	\$ 75.94
Digital TV Service monthly rate for Standard Service (plus tax):		with 768 Kbps DSL	\$ 95.94
DSL Internet Service monthly rate for 256 Kbps DSL (plus tax):	\$ <u>45.90</u>	Internet set-up fee	\$ 10.00
DSL Internet Service monthly rate for 768 Kbps DSL (plus tax):	\$ <u>65.90</u>	Internet set-up fee	\$ 10.00
Basic installation*: @ customer premise	\$ <u>65.00</u>		

If you sign up for 12 months of a service (DSL/TV) from us, then *Basic installation will be free for that service.

***Basic installation** provides for the installation of the outside protector module, sufficient category 5 cable to connect (set-top reception box or DSL modem) located within 20 feet of outside protector module, 5 foot of coax cable to first TV or 5 foot Ethernet cable for DSL. Additional labor and material charges will apply if concealed wiring is required, additional TVs are connected or any other additional work is requested.

If **repair, activation or modification** of your jack/wiring is needed to have it properly connected to the HTC set-top box or if an additional jack or inside wiring is required for you to receive HTC Digital TV or DSL Internet Access service, you will be charged the labor rate of \$45 per man per hour plus parts.

You must order standard TV service from HTC to also order other video services, packages, or tiers from the company. HTC provides digital-quality video to your TV receiver. At this time, video and audio signals will be relayed in analog format to your TV.

Once you order Digital TV and/or DSL Internet Access service, HTC will lease to you at no charge a set-top box and/or a DSL modem. Where required with TV service, a "program guide" and one remote control will also be leased to you at no charge. However, **the set-top box, DSL modem, and the first remote will, at all times, remain the property of HTC. Also any other equipment placed by us in your home/business regarding video or DSL service that is not explicitly paid for by the customer at the time of installation will, at all times, remain the property of HTC.**

The HTC set-top box will have an electrical cable that must be plugged into an approved outlet for it to work. The set-top box will have connections for a telephone line, computer and one or more for TVs. To get Digital TV service, your TV set must be in a room with a "live" HTC jack. If the workings of the set-top box are damaged because of an electrical storm or a power surge, you will be responsible for the cost of replacing the set-top box. We therefore **require that, before the set-top box is installed, you obtain a "surge protector"** from HTC or a store that sells computer supplies. The surge protectors should be UL® approved and capable of protecting all electronic equipment and computers from damage due to electrical storms and power surges. The location of the set-top box must be free of environmental hazards such as excessive heat, dust, moisture, traffic or electrical interferences if provided by HTC without charge.

The set-top box also holds an internal DSL modem and a location to connect an Ethernet cable to the modem. If you order DSL Internet Access from HTC, the company will activate the DSL modem. Otherwise, the modem will be inactive.

To be able to use HTC's DSL Internet Access: (a) you must subscribe to Internet service from HTC, (b) your computer should have an internal Ethernet adapter card inside it and (c) you should own an Ethernet cable long enough to connect your computer to the modem in the set-top box. Actual rates will vary according to line conditions and overall Internet traffic at any given time and are representative only. You must also sign a "Customer Agreement" for Internet Service with HTC and have a minimum of 64 MB memory. Commercial services such as Mail/News/Web server hosting, daily transmissions of 50 or more e-mail messages and mail relaying are not included in this offering. Dedicated IP addresses are not part of this offering. Dynamic address may be changed or altered at any time. Dial up Internet service is optional (extra charge) with DSL service.

Digital TV service or DSL Internet Access may require you to receive telephone (Dial Tone) service from either Hickory Telephone Company (Hickory) or HTC Communications. Service is available only where facilities permit.

If you cannot be home for installation, then you can agree to allow HTC entry into your residence by your landlord or by your designated representative so that HTC may make the installation while you are out. In such case, you may be asked to first send a check payable to HTC Communications for the installation and for one month's service in advance.

In certain circumstances, HTC may require a security deposit from a customer prior to providing Digital TV service or DSL Internet Access service.

You agree that you will not resell or allow the general public access to any service provided by HTC. You agree not to attempt to modify or augment the set-top box that we provide you.

2. Billing

Charges for service start within 24 hours after service is installed. You must pay the charges for one month's service, any deposits and any installation charges or other fees when the set-top box is installed. After that, HTC will bill you a month in advance for each service you order (except for Pay-Per-View movies or events, which may be billed after they are provided). Charges may include a portion of tax and fees assessed by federal, Pennsylvania and municipal government incurred by HTC in its provision of service. Payment of billed amounts must be received by HTC on or before the due date on the bill.

A fee of 1.5% per month (or any part of a month) may be assessed for any late payments. If you pay your bill by check and the check is returned, then you will be assessed a returned check fee. If HTC is required to employ a collection service or to initiate legal action to recover amounts you owe the company, then you will also be assessed for the costs of collection, including any reasonable attorney's fees and expenses and court costs incurred by HTC in bringing suit.

Service may be terminated to you because of non-payment or repeated late payment of amounts due HTC and there may be a reactivation charge and/or a security deposit required to resume service after termination.

3. Cancellation of Service

You may cancel service by writing HTC Communications, 75 Main Street, Hickory, PA 15340-1118, or by calling an HTC representative during

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regular business hours at (724) 356-2010, Monday through Friday (holidays excluded). There will be no refunds in the event of a cancellation. If you cancel service, you will still be responsible for payment of any outstanding charges and fees you owe the company including Basic installation charges as a result of a broken twelve-month service commitment.

4. Equipment.

If any equipment leased to you by HTC including but not limited to the set-top box, DSL Modem or remote control/s provided by HTC are stolen, lost or become damaged (except for normal wear-and-tear), then you will be responsible for the full cost of replacement. You may wish to get this equipment covered by your homeowner's, renter's or other insurance.

If you cancel service or if service is terminated by HTC, then you agree to return the equipment leased to you by HTC including but not limited to the set-top box, DSL modem, and one remote control to HTC during regular business hours, Monday through Friday (except holidays), within seven (7) days of the cancellation or termination. Equipment must be returned to HTC's offices at 75 Main Street, Hickory, PA. The equipment shall be returned to HTC in the same condition that you received it, except for normal wear and tear. Do not return equipment by mail or delivery service.

If after seven (7) days the equipment is not been returned to HTC, then you agree to pay a late charge of \$3.50 a day.

If after fourteen (14) days from cancellation or termination of service, the equipment has not been returned to HTC, you may be charged for the full cost of the equipment. If HTC is required to initiate legal action to recover the replacement cost of equipment or --- at its option --- to recover the equipment itself, then you will be liable for collection costs and/or for any reasonable attorney's fees, expenses and court costs incurred by HTC in bringing legal action.

If you rent or lease your home or apartment and if the HTC equipment has not been returned by you to HTC within 14 days of cancellation or termination of service, then you agree that HTC may be allowed entry into your home or apartment by your landlord, by the owner of the property, or by your designated representative in order for HTC to disconnect and retrieve HTC's equipment.

If you are unable to travel to HTC to return the set-top box or remote control, you can request pick-up. Provision of pick-up service is *solely* at HTC's option. If HTC agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up.

If you cannot be home for a scheduled pick-up, then you can agree to allow HTC entry into your home or apartment by your landlord or by your designated representative so that HTC can disconnect and retrieve its equipment.

5. Limited Warranties and Limitation of Liability

We warrant, for a period of 30 days from the date of our installation of our set-top box, that the installation will meet accepted industry standards and be free from defects in the materials and workmanship used in the installation. If you report any defect in the installation within that 30-day period, we will re-perform the installation and repair or replace any materials. This warranty does not cover any equipment or materials not installed by HTC or an HTC approved contractor in providing either Digital TV or DSL Internet Access. This warranty does not cover installations in environments not meeting the requirements in paragraph 1.

If the set-top box, DSL modem, or remote, which we provide to you as our customer, is defective when provided, we will either repair or replace it with another.

Our performance of re-installation work, repair or replacement constitutes our entire liability to you and your sole remedy under this warranty, whether claims or remedy are sought in contract or tort (Including negligence, strict liability or otherwise, without limitation).

In no event shall HTC, its employees, affiliates or agents have any liability for: (1) any special, indirect, exemplary, incidental or consequential damages resulting from HTC's provision or failure to provide any equipment or services to you, or from any fault, failure, deficiency or defect in service, labor, materials, work or equipment furnished to you by HTC or any party or (2) any arising from program or other content which you receive by using any service.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN THE PLACE OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. WE DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

6. Changes to Terms of Service, Program Tiers and Packages, and Prices.

HTC reserves the right to change any term or condition of service, remove any TV or audio channel included in any program tier or package, or increase any future price for service upon 10 days written notice. No increase in the price of TV service you receive (except for pay-per-view programs or events) or in the DSL Internet Access service you get from HTC will apply during the period of any 12-month contract you have with HTC for that service.

7. Ordering Additional Services; Billing Questions and Service Complaints.

Additional services and TV packages listed in the company's brochure or website may be ordered at any time by calling the number listed below.

Questions and complaints about billing amounts should be made within 30 days of the date of the bill and may be made by calling (724) 356-2010 or by writing: HTC Communications, 75 Main Street, Hickory, PA 15340-1118. Complaints about service may be made also by calling: (724) 356-2010.

Calls received by HTC outside of regular business hours or on weekends or holidays may be taken by answering machine or by an answering service.

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