

## 2018 CTV BEAM Annual Customer Notification

CTV BEAM (CTV) appreciates your subscription to our cable television service. To ensure that you, the customer ("You"), understand our video products and terms of service, we have outlined some essential information below. Please note that the service listed in this notice may not be available in all areas, and that some of the policies, procedures, and/or services herein are not applicable to all CTV Business video customers (exceptions may exist by product type). If You have any questions about this notice or about CTV's video and non-video services or policies, please contact CTV Customer Service at 334.298.7000 or go to our website at [www.ctvbeam.com](http://www.ctvbeam.com). You can also find instructional videos, user guides, troubleshooting steps, and FAQ's for CTV's products and services at [www.ctvbeam.com](http://www.ctvbeam.com).

**The terms and conditions applicable to your services contain a binding arbitration provision, which includes a waiver of class actions and provisions for opting out of arbitration and affects your rights with respect to all services.**

### OVERVIEW OF CTV TELEVISION SERVICES

**BASIC SERVICE:** (Basic Tier Availability) The Digital Skinny/Lifeline Cable Tier, is our lowest level of video service. Digital Skinny/Lifeline Cable includes off air broadcast stations and may include any franchise-required public, educational, and government access channels. All such programming is subject to change at any time, subject to applicable law. Pursuant to federal law, You must subscribe to this Digital Skinny/Lifeline Cable Tier of basic service in order to subscribe to any other cable video service. Please note that different providers have different names for the lowest level of basic video service. We call our lowest level the Digital Skinny/Lifeline Cable Tier.

**OTHER OPTIONAL SERVICES:** The following services are optional levels of service above and beyond the Digital Skinny/Lifeline Cable Tier: Basic Digital (some providers call this the expanded basic tier), Digital Preferred Tier, Premium channels and packages, HD programming, DVR service, Internet and Phone.

**PROGRAMMING:** You may view channel line-ups and additional services available in Your area at [www.ctvbeam.com](http://www.ctvbeam.com). CTV receives programming from various broadcast and cable networks. CTV is not responsible for the content or schedule aired by these networks. Please contact specific cable or broadcast networks directly with your programming complaints or questions.

**PAY-PER-VIEW AND ON DEMAND:** Pay-Per-View and On Demand are for private, in-home viewing only; not commercial establishments accessible to the general public. To order one of these services, Your account must be current. These services are not available with a DTA or CableCARD device (as such devices are defined/explained below). With a digital receiver, You may order using CTV's remote control. Some customers may need to call CTV to order live Pay-Per-View events. To prevent unauthorized use in Your household, You are responsible for setting up a PIN number, Parental Control and Rating preference. **CTV will not give credit for the following circumstances: 1) unauthorized use, 2) if You record a Pay-Per-View event or movie and are not present to monitor the recording, 3) if You do not call to report reception problems while the movie or event You ordered is on, or 4) if You do not call to report You did not receive the movie You ordered, while that movie is on.**

**SERVICE PROTECTION PLAN:** A Service Protection Plan is an optional service available to You for a low monthly rate. It ensures that You do not have to pay CTV to repair cable and telephone communication wires that are inside Your home. Certain limitations apply to the Plan, such as the exclusion of repairs to alarm/electrical/twisted pair wiring, customer- caused damage or abuse, and alterations to CTV equipment. For more information about the Service Protection Plan, please contact us. If You have someone other than CTV install the inside wiring in Your home, or if You do it Yourself, You are responsible for ensuring that the wiring does not interfere with the normal operation of the cable system and that it complies with applicable federal regulations, including protections against signal leakage.

**CABLE COMPATIBILITY:** CTV is an entirely-digital network in which all programming is encrypted, to assure that services are received only by authorized subscribers. A CTV issued digital receiver, digital DVR, or CableCARD (the foregoing equipment is sometimes hereinafter referred as a "CTV receiver") used with a certified compatible digital receiver that You own, is required to view programming channels. CTV issued digital receiver is required to view PPV and In/On Demand programming. HD capable equipment required to view HD programming. A

CableCARD is an additional device, about the size of a credit card, designed to provide some of the same functionality provided by a CTV issued digital receiver (i.e., view digital encrypted cable channels without using CTV issued receiver) when used with a customer owned retail digital receiver (such as a TIVO device) that supports the CableCARD and is certified to be compatible with CTV's digital network. Most retail boxes that are CableCARD ready are compatible with CTV's system. A CableCARD will not provide all services (including, but not limited to, two-way communication services such as the on-screen programming guide, On Demand, on screen ordering of Pay-Per-View). Please note that the category of CTV receivers known as DTAs are also one-way devices and cannot access our two-way cable services.

If You need assistance connecting Your CTV receiver to Your television, instructional videos are available on our website, or please contact us. To operate Your TV after it is connected to the cable system, turn on Your television and the CTV receiver, and select the channel You wish to watch by selecting it on the CTV receiver box using the remote control that came with the box. To ensure reliable operation, confirm the CTV receiver is plugged into a non-switched power outlet (one that is not controlled by a light switch) and that connections on the back are secure.

When You use CTV provided digital cable equipment ("Equipment"), You may not be able to use some features on Your TV or VCR. For example, You may not be able to use display features (such as picture-in-picture and channel review), use a VCR to record one program while viewing another, or use a VCR to record consecutive programs on different channels. We may be able to provide You with special equipment, available for lease upon request, to enable You to use these features. A bypass switch may enable You to simultaneously record and view different programs, consecutively record programming on different channels, and use picture-in-picture. If such equipment is purchased or leased from us, a custom installation fee and/or a monthly fee may apply. This equipment may also be purchased from local retail outlets. Please call us for details.

As new technologies and services become available, additional compatibility problems requiring other special equipment may arise. We're committed to helping You get the most out of Your cable television service. Please feel free to contact us to discuss the cable setup appropriate for Your needs.

All of our CTV receivers include remote controls. However, You may also use certain compatible universal remote controls that may be purchased at retail. Most universal remotes manufactured since 2001 for sale in the U.S. should be compatible with CTV receivers, but if You have questions about the compatibility of a specific remote with our service, please call us. The following is a representative list of compatible universal remotes available from retail stores:

Remote Controls for Motorola Set-Top Converters and DVRs:

- 1) Logitech® Harmony® 650 Universal remote with color screen
- 2) GE 24927 8-Device IR Universal Remote Control
- 3) RCA RCRHM02BR 2-Device Universal Membrane Remote
- 4) RCA Model: RCR6473- 6 Device Universal Remote
- 5) Arris DRC800 4 in one universal Remote
- 6) Universal Electronics Remote Control 2025BO TV 4 Device
- 7) URC2025- XX
- 8) URC2025-BX

Remote Controls for Evolution HD DTA:

- 1) Pulse 2068 and Pulse 2069 hd dta (infrared only)

**INSTALLING YOUR DVR AND DVD:** Installation of Your DVR, or DVD can be completed through a variety of different methods, depending upon Your viewing and recording requirements. If You need assistance with this installation or CableCARD installation, please contact us or contact your device manufacturer for help understanding how to install DVR/DVD and cable television service-compatible entertainment components..

**SPECIAL EQUIPMENT:** When You use CTV provided equipment, You may not be able to use some features on Your TV, DVR/DVD, or other connected equipment such as other streaming media devices, gaming consoles, personal assistants, and audio equipment. For example, You may not be able to use display features (such as picture-in-picture and channel review), use a DVR/DVD to record one program while watching another, use a DVR/DVD to record consecutive programs on different channels or use Your voice assistant to tune to CTV content. We may be able to provide You with special equipment, available for lease upon request, to enable You to use these features. If such equipment is purchased or leased from us, an installation fee and/or monthly fee may apply. This equipment may also be purchased from local retail outlets.

**Bypass Switches/Splitters** – This switch is installed on the input side of the receiver to permit signals to bypass the receiver and be routed directly to Your television set, DVD, or DVR. This may permit the simultaneous recording and viewing of different non-encrypted programs on consecutive channels. This switch may be part of your receiver or it may be a separate device.

**Amplification Equipment** – CTV's network is designed to provide the required signal for up to four home devices. In order to comply with signal strength specifications, if five or more outlets or devices are connected to the home network, a signal amplification device may be required.

As new technologies and services become available, additional compatibility challenges requiring other special equipment may arise. We are committed to helping You get the most out of your cable television service. Please feel free to contact us to discuss the cable setup appropriate for Your needs.

**PARENTAL CONTROLS:** A Parental Control feature is available on the CTV issued digital receiver to prevent children from watching certain programming. You may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. In order to activate parental controls, press the menu button on Your CTV remote, click on the "lock" icon and then follow the prompts to set controls. Should You deactivate the Parental Control feature for a program rating (as opposed to a specific channel), this will deactivate the Parental Control feature for all programming with that rating. You will then have to reactivate the Parental Control to again block out the desired rating. It is recommended that You occasionally verify that the Parental Control feature is activated and operational for your desired settings. If You do not utilize a CTV digital receiver, You may need to follow manufacturer's instructions in order to set Parental Controls. CTV does not control or assign the specific ratings of the programming/content. If You have questions or need additional instructions concerning how to set Parental Controls, You may also contact CTV.

## **SERVICE PROCEDURES**

**REQUEST FOR CONNECTION:** Request for connection may be made at the local CTV office or by calling us at 334-298-7000. You will be advised of installation and applicable pre-payment amounts at the time of requesting service. The named account holder must be at home during any installation or repair of Your cable television service, unless the account holder has provided written authorization for another individual to be present for installation or repairs. Any such authorized individual must be eighteen (18) years of age or older and must be able to provide the CTV technician with a government issued picture ID. CTV's policy is for employees to display identification badges during visits to a customer service location. Unless otherwise specified, billing begins on the date of physical installation.

**CTV EQUIPMENT:** If any Equipment is damaged, lost or stolen during the period that the Equipment is issued to You, You shall be responsible for, and agree to pay, the replacement costs for such Equipment as set forth in CTV's then current schedule of charges. CTV is not responsible for the maintenance or repair of customer-provided equipment, including but not limited to telephones, computers, modems, TIVO type boxes, or any other related or similar customer-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to CTV Equipment due to negligent use or abuse or if no fault is discovered in CTV's system or Equipment. Except as may be otherwise expressly provided, CTV makes no representations or warranties, with respect to Equipment or Service provided by CTV or with respect to the compatibility of the Service or the Equipment with any customer-provided equipment. You are responsible for any misuse of CTV's Equipment, service, or any third party services that You have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or another customer with access to Your account. You agree to maintain the security and confidentiality of Your user names and passwords or similar credentials that enable You

to access CTV services. You further agree not to disclose such credentials to any third party. The Equipment, service, or third party services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person.

**ALL EQUIPMENT IS PROVIDED "AS IS", AND CTV HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE. CTV SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF CTV EQUIPMENT OR SERVICE.**

CTV's sole obligation and Customer's sole remedy with respect to any liability or damage caused by Customer's use or deployment of CTV Equipment, shall be a refund of fees paid by Customer for such Equipment for the previous billing month/cycle. You shall not use CTV's Equipment or service for illegal, fraudulent, or inappropriate activities or otherwise engage in any illegal, fraudulent or inappropriate activities in Your course of dealings with CTV.

**YOUR PROPERTY:** CTV assumes no responsibility and shall have no responsibility for the condition or repair of any customer-provided equipment and/or software. You are responsible for the repair and maintenance of Your equipment and/or software. CTV is not responsible or liable for any loss or impairment of CTV's Service due in whole or in part to a malfunction, defect, interference from a third party or outside source, or other function of, upgrade to, or effect caused by Customer-provided equipment and/or software. Notwithstanding anything to the contrary, You agree to allow CTV and our agents and employees the right (A) to install hardware in, (B) send software downloads to, and (C) install, configure, maintain, inspect or upgrade Equipment to the extent necessary to provide service.

**CARE OF PROPERTY AND SERVICE:** You agree that neither You nor any other person (except CTV's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor, (B) remove or relocate (either temporarily or permanently) any Equipment from the service address or location of initial installation. Any alteration, tampering, removal, etc. or the use of Equipment which permits the receipt of services without authorization (including without limitation, in violation of the terms provided herein) or the receipt of services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited and may be punishable by law. Notwithstanding the foregoing, upon receipt of a request by You, CTV shall relocate the CTV Equipment for You within Your home at a time mutually agreed to by CTV and You. You may incur a charge for such relocation and should consult a current CTV schedule of rates and charges prior to requesting such relocation. If You move residences outside of CTV's service area, You shall notify CTV that this Agreement shall be terminated and You must return all CTV's equipment immediately.

**SERVICE CALLS:** If You have a technical problem that is cable system related, there will be no charge for the service call if the problem is associated with the cable plant that CTV maintains. In all other cases (subject to the terms of the Service Protection Plan, to the extent applicable) and where the problem is a result of unauthorized tampering with the cable or abuse of CTV's Equipment, a service call charge may be assessed.

**CTV CHANGES IN SERVICE AND CHARGES:** All programming content, services, Equipment, and rates are subject to change in accordance with applicable law. Please contact CTV if You have questions.

## **BILLING PROCEDURES**

**PAYMENT AND CHARGES:** A list of applicable current rates and fees is included with this 2018 Customer Notification and is also available from CTV upon request ("Rate Schedule"). CTV may offer promotional rates to other customers from time to time, and You agree that CTV is not obligated to offer such rates to You or to apply such rates retroactively in the event that they are offered to You. CTV reserves the right to require payment of installation fees, and the first month of a service in advance prior to activation or installation of a service. Otherwise, monthly service charges (including Service Protection Plan charges) will be billed in advance, and usage (such as Pay Per View or On-Demand), one-time and other charges will be billed in arrears (unless otherwise expressly provided). You are responsible for any and all charges, damages and costs that You or anyone using Your service incurs. If You elect to pay by automatic recurring bank draft or electronic funds transfer payments, You authorize CTV to charge such accounts. On-line payment options are available on CTV's website, including one-time and monthly recurring automatic payments via credit card, debit card and bank accounts. Please see CTV's website for registration. In addition to Your ordinary charges, additional fees may be imposed, including fees for

reconnection, and service calls. You must notify CTV in writing of any billing errors, disputes, or requests for credit within 60 calendar days of the date on the applicable invoice. Any such notice should be directed to the CTV Customer Support Team at 2400 Sportsman Drive, Phenix City, Alabama 36867.

**LATE PAYMENT:** Payment is due on the date stated on the invoice. Late charges (as specified in the Rate Schedule) apply if for any reason (a) CTV does not receive payment for the service(s) by the payment due date or (b) You pay less than the full amount due for the service(s). CTV does not anticipate that You will fail to pay for the service(s) on a timely basis, and does not extend credit to You. The fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of CTV's costs resulting from late payments and non-payments. If CTV uses a collection agency or attorney to collect late payments, You agree to pay the reasonable costs of collection including reasonable collection agency and attorneys' fees and arbitration or court costs. If You fail to pay the full amount due, CTV, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the service(s) You receive. CTV may suspend service after You have been more than 30 days late in paying an invoice calculated from the billing date, but it reserves the right to do so at any time when You are delinquent on a payment obligation. If You request to resume service(s) after any suspension, You may be required to pay all past due amounts and You may be required to pay a reconnection fee and the first month's charge for service.

**TAXES AND SURCHARGES:** You agree to pay any sales, use, property, excise or other taxes, franchise fees, governmental charges (excluding income taxes), contributions to government programs such as the Federal Universal Service Fund, regulatory fees, and surcharges that CTV is permitted by applicable law to collect from its customer, each as they may change from time to time, including any that become applicable retroactively. These may include but are not limited to surcharges for programming, license, copyright, retransmission of broadcast signals, supplier surcharges, gross receipts taxes on communications, and surcharges to recover CTV's reasonable costs for complying with applicable government regulations.

**RESPONSIBILITY FOR THIRD PARTY CHARGES AND SERVICES:** It is Your sole responsibility to pay all charges or fees assessed by any third party service provider that You access via any CTV service. CTV does not assist such providers in billing or collecting for their services, and CTV will not intervene on Your behalf in a billing dispute with a third party provider.

**PAYMENT BY CHECK; NON-SUFFICIENT FUNDS/RETURNED ITEMS:** If You make payment by check, You authorize CTV to collect such payment electronically. Your bank account may be debited in the amount of Your check as early as the same day CTV receives Your payment. You may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by CTV; any of which notations shall have no legal effect. If Your card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, You will be charged an insufficient fund charge (as set forth by the laws of the State of Alabama) for each instance in which such payment is refused. You hereby authorize CTV to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition, Your service may be suspended and/or terminated. This fee is in addition to any charges Your financial institution may assess. If initially rejected, CTV or authorized agents may make additional multiple attempts to execute the payment following the initial refusal. You will be responsible for any payment processing fees incurred when using a third party to process Your payments to CTV. CTV reserves the right to refuse checks that are not preprinted or that are drawn on a new checking account.

**TERMINATION OF SERVICE BY YOU:** You may terminate Service at the local CTV office in person, or by telephone. Billing will cease upon return of CTV owned equipment.

**TERMINATION OF SERVICE BY CTV:** CTV reserves the right to terminate Your service based on Your delinquent status or any misuse of service. CTV will make reasonable efforts (may include written notices, phone calls, text messages, e-mail, Internet messages, etc.) to contact You about a pending suspension or disconnection resulting from an unpaid balance. In the event that Your account has been disconnected for nonpayment, You may be liable for all reconnect fees, past due balance, and 1st month service in advance, and any pro-rated charges. If Your account remains unpaid, it may be forwarded to a 3rd party collection agency for collections and Your credit report may be negatively impacted. Upon termination, CTV may charge additional fees on any unpaid balance, and reserves any and all other rights it has under the terms and conditions of Your service agreement with CTV and otherwise under applicable law with respect to billing for service and unreturned Equipment. A charge for any unreturned Equipment will be posted to Your account and will appear on the next available billing statement. In the event that the Equipment is destroyed; damaged; deemed unusable or deemed unable to be reissued; lost or

stolen; or not returned to CTV within ten (10) days of termination of Service, You shall be liable to CTV for applicable on-going rental fees and/or unreturned Equipment charges as set forth in CTV's then current schedule of charges. Further, You understand and agree that CTV reserves the right to collect amounts due from you at termination of Service in the amount of ongoing rental fees, any outstanding balance and/or any unreturned Equipment charges, in accordance with applicable law.

**DISRUPTION OF SERVICE:** You should notify CTV as soon as possible of any service outage You are experiencing. CTV endeavors to respond to a complete outage in a Your service within 24 hours of the outage being reported, except in situations beyond our control. In no event shall CTV be liable for any failure or interruption of program transmissions or cable service resulting in part or entirely from circumstances beyond CTV's commercially reasonable control. Subject to requirements under applicable law, credit may be given for qualifying outages. To the extent required under applicable law upon Your request, CTV shall provide You with the appropriate credit, for qualifying events.

### COMPLAINT PROCEDURES

CTV strives to resolve any complaints concerning its service as expeditiously as possible. If You experience any issues with our services, please call us at 334-298-7000. If a complaint remains unresolved, we urge You to send a brief explanation of the complaint or problem to our management by mailing to: Customer Support Team, 2400 Sportsman Drive, Phenix City, AL 36867. If You are still not satisfied with our response, You may file a complaint with the local franchise authority:

Phenix City  
City Manager  
601 12<sup>th</sup> St.  
Phenix City, AL 36867  
334-448-2701

Smiths Station  
City Clerk  
2336 Lee Road 430  
P.O. Box 250  
Smiths Station, AL 36877  
334-297-8771

Russell County  
Russell County Administrator  
1000 Broad St.  
Phenix City, AL 36867  
334-298-6426

Lee County  
County Commission Chairman  
P.O. Box 666  
Opelika, AL 36803  
334-737-3660

### THEFT OF SERVICE

Any person who unlawfully intercepts or receives communications provided over a cable system or tampers with cable equipment violates the Federal Communications Act as amended. [See 47 U.S.C. §553]. This includes the theft of audio, video, textual data, or other service, including data transmitted to or from You over a system that has interactive capability. Cable theft can also occur when an individual continues to receive CTV's cable signal subsequent to termination of service. Parties found guilty of cable theft are subject to both civil and criminal penalties, which may include substantial fines and/or time in prison. These prohibitions apply to manufacturers, suppliers and users of unauthorized cable devices.

To contact CTV call 334-298-7000 or visit [www.ctvbeam.com](http://www.ctvbeam.com)

### Customer Privacy Policy for Cable Television, Internet and Phone Service

CTV BEAM ("CTV") takes the protection of our subscribers' ("you," "your" or "customer") privacy seriously. This Privacy Policy is intended to give you a general understanding of how we protect your privacy in connection with our cable television, Internet, phone and any other service we may provide to you using our cable system (individually, each is a "service"; collectively, the "services").

This Policy only covers information about you that is collected by CTV in connection with the provision of our services. This Policy does not cover information that may be collected through any other products, services, or

websites, even if accessed through our services and even if co-branded with our services. You should read the privacy policies for these other products, services, websites and providers to learn how they handle your personal information.

Depending upon the service to which you subscribe, parts of this Policy may not be applicable to you. Please review this Policy in conjunction with your service agreement. We may modify this Policy at any time. The most current version of this Policy can be found on [www.ctvbeam.com](http://www.ctvbeam.com). If you find the changes unacceptable and if those changes materially and adversely impact your use of the service, you may have the right to cancel your service. If you continue to use the service following the posting of a revised Policy, we will consider that to be your acceptance of and consent to the Policy as revised.

#### **What type of information does CTV collect?**

CTV collects both personally identifiable information and non-personal information about you when you subscribe to our service. CTV uses its system to collect personally identifiable information about you: (a) when it is necessary to provide our services to you; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. CTV will not use its cable system to collect your personally identifiable information for other purposes without your prior written or electronic consent. CTV also collects personally identifiable and non-personal information about you when you voluntarily provide information to CTV, as may be required under applicable law, and from third parties, as described in this Policy.

Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate you. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, driver's license or state identification number, financial profiles, social security number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or household) or demographic information not connected to an identified individual or household.

Non-personal information, which may or may not be aggregated information about our customers and may include information from third parties, does not identify individual customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, and other data. Our systems may automatically collect certain non-personal information when you use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests that a customer makes through a remote control or set-top box.

We may also collect and maintain information about your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from you; information about the service options that you have chosen; information the equipment you have, including specific equipment identifiers; and information about your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

#### **Why does CTV collect personally identifiable information?**

CTV collects and uses personally identifiable information to:

- properly deliver our services to you;
- provide you with accurate and high-quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of CTV 's services or violations of our policies or terms of service;
- keep you informed of new or available products and services;
- better understand how the service is being used and to improve the service;
- manage and configure our devices, systems and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

If you use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or customer-provided locale and service preferences, to properly bill you for the services purchased and to provide you with a more personalized experience. In addition, certain information, such as your connections to our system (e.g., information related to your equipment and program selections), is automatically collected to, for example, make it possible for your digital boxes to receive and process the signals for the services you order.

CTV may also collect personally identifiable information from third parties to verify information that you have provided to us, and may collect personally identifiable information from credit reporting agencies to, for example, determine your creditworthiness, credit score, and credit usage. CTV also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

Our system may collect anonymous and/or aggregate information using set-top boxes and other equipment. We may use this information to determine which programs are most popular, how many people watch a program to its conclusion, and whether people are watching commercials, for example. We may provide subscriber lists or certain anonymous and/or aggregate information to third parties working on our behalf such as audience measurement or market research firms, for example. These firms may combine this information with other aggregated or non-aggregated demographic information (such as census records) to provide us with audience analysis data, though we will require them to remove personally identifiable information about our subscribers from this data. We may use this information to improve our cable television service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute and deliver relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers. We may also combine personally identifiable information that we collect, as described in this Policy with personally identifiable information obtained from third parties for our own use to better understand our customers and provide more relevant services.

#### **Who sees the information collected by CTV?**

CTV will only disclose personally identifiable information to others if: (a) a customer provides written or electronic consent in advance, or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows CTV to disclose personally identifiable information to third parties:

- when it is necessary to provide CTV's services or to carry out CTV's business activities;
- for mailing list or other purposes, subject to your ability to limit this last type of disclosure as described below; or
- as required by law or legal process.

To provide services and carry out our business activities, certain authorized people have access to your information, including our employees, entities affiliated through common ownership or control with CTV and third parties that provide and/or support our provision of the services. The frequency of disclosures varies according to business needs, and may involve access on a regular basis.

Unless you object in advance, federal law also allows CTV to disclose through "mailing lists," personally identifiable information, such as your name, address and the level of your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research.

As part of its business activities, if CTV enters into a merger, acquisition, or sale of all or a portion of our assets, CTV may transfer its customers' personally identifiable and non-personal information as part of the transaction. If allowed by and after complying with any federal law requirements, CTV may disclose personally identifiable information about you to representatives of government or to comply with valid legal process. In these situations, CTV may be required to disclose personally identifiable information about a customer without the customer's consent and without notice to the customer. Law enforcement agencies may, by federal or state court order, and without notice to you, obtain the right to install a device that monitors your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of your information, we may notify you of the requests or orders and then it may be up to you to object or take specific action to prevent any disclosures pursuant to those requests or orders.



We may also use or disclose personally identifiable information about you without your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with you, for violations of service terms, conditions or policies and/or (d) as otherwise required by law, for example, as part of a regulatory proceeding.

**How does CTV use cookies?**

We may collect information on our websites using cookies, web beacons or similar technologies. These methods permit us to collect various types of information, including which pages you visit, how you use the services, which of our email messages you read, and other information. CTV may use this information to understand usage patterns and perform analyses, to provide you with more personalized service and to improve your online experience. Most web browsers permit users to disable or reject cookies, though doing so may limit the personalization available to you and your access to sections of our website.

CTV may partner with third-party advertising companies who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements. CTV also uses third-party advertising companies to identify and present tailored online advertisements for its goods and services. CTV does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without your express permission. Some content or applications, including advertisements, on our website are served by third-parties, including advertisers, ad networks and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

**Can I prohibit or limit CTV's use and disclosure of my personally identifiable information?**

You have the right to prohibit or limit certain kinds of disclosures and marketing. You may not opt-out of service-related communications. If you do not want your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please contact us via the form available at [www.ctvbeam.com](http://www.ctvbeam.com). Customers cannot opt-out of the collection of non-personally identifiable data for the purpose of audience measurement or website analytics.

**How long does CTV maintain personally identifiable information?**

CTV will maintain personally identifiable information about you as long as you are a subscriber to CTV's service and as long as necessary for the purpose for which it was collected. If you are no longer a subscriber to any CTV service and the information is no longer necessary for the purpose for which it was collected, CTV will only keep personally identifiable information as long as necessary to comply with applicable legal requirements.

**How does CTV protect customer information?**

CTV takes the security of our Customers' personally identifiable information seriously. CTV takes such actions as are reasonably necessary to prevent unauthorized access by entities other than CTV to personally identifiable information. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of your own information. You must take precautions to protect the security of any personally identifiable information that you may transmit over any home networks, wireless routers, wireless (Wi-Fi) networks or similar devices by using passwords, encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of your personally identifiable information. You are responsible for the security of your information when using unencrypted, open access or otherwise unsecured networks in your home.

**Can I see the information that CTV collects about me?**

You have a right under the Cable Act to see your personally identifiable information that CTV collects and maintains. The information CTV has about its Customers is maintained at its offices and systems. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. If you would like to see your information, please mail a written request to CTV, ATTN: LEGAL, 2400 Sportsman Drive, Phenix City, Alabama 36867. You may also submit your request via the form available at [www.ctvbeam.com](http://www.ctvbeam.com). CTV will be glad to make an appointment for you to come in to our office during regular business hours. If your review

reveals an error in our records, CTV will correct it. You will only be permitted to examine records that contain personally identifiable information about your account and no other account.

**Does CTV protect children's privacy?**

CTV is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its services. Other services or web pages accessed through CTV's service may have different policies on collection of information pertaining to children and you should consult their privacy policies and read their notices if you have any concerns about the collection or use of such information by those entities. If you have any questions about our privacy policy with respect to children, please contact us.

**What can I do if I believe CTV has violated my rights or have questions about the privacy policy?**

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about you, through a civil action under federal law, in addition to other rights and remedies that may be available to you under federal or other applicable laws. If you have questions about this Privacy Policy, you may submit them via the contact form available at [www.ctvbeam.com](http://www.ctvbeam.com).

**Additional Provisions for Customer Proprietary Network Information or "CPNI"**

If you subscribe to a CTV service classified as a "telecommunications service," federal law creates additional protections with respect to information known as "customer proprietary network information" or "CPNI." CPNI refers to the quantity, technical configuration, type, destination, location, and amount of your use of a telecommunications service that is made available to us solely by virtue of our relationship with you, as a customer. CPNI also includes information in your bills pertaining to your telephone service. CPNI does not include subscriber list information, such as your name, address and telephone number or other information that has been published in any directory format. Examples of CPNI include information about your phone service found on your monthly telephone bill, your current telephone charges, your long distance and local service billing records, directory assistance charges, usage data, and calling records.

For your protection, we will not disclose your call detail records over the phone to an inbound caller, and we require the use of a password to log into accounts where you can view your CPNI online. We will use, disclose, or permit access to CPNI to provide you with the services to which you subscribe, including for use in directories; to bill and collect for communications services; to protect our rights or property, or to protect users or other carriers or service providers from fraudulent, abusive or unlawful use of, or subscription to, such services; to provide inside wiring installation, maintenance, or repair services; as required by law; or as expressly authorized by the customer. Although federal law permits us to use CPNI for certain marketing, we have elected not to use such information for marketing. We also do not provide or sell your CPNI to any third party for marketing activities.

Pursuant to an order of the Federal Communications Commission (the "FCC"), our broadband Internet access service is now classified as a "telecommunications service" and certain information relating to your use of our broadband Internet Service is CPNI and subject to associated privacy protections and use restrictions. In the absence of specific guidance from the FCC, we will take reasonable, good faith steps to protect the CPNI of our broadband Internet customers in accordance with the requirements of the Communications Act, as applicable, and as described in this notice.

**RATE SCHEDULE (Subject to change with notice)**

*Taxes and applicable surcharges are not included. Additional promotional offerings may be available from time to time. All prices are monthly unless otherwise specified.*

**VIDEO CABLE SERVICES:** Digital Skinny/Lifeline \$21.35; Digital Basic \$75.19; Digital Preferred \$102.10; Broadcast Retrans Fee \$ 11.90 (charged to all video customers). **The following additional programming is available with the Digital Elite Tier ("DET") and with the Digital Advantage Tier ("DAT") to the extent indicated:** HBO \$17.95 (w/DET); \$20.95 (w/DAT); Cinemax \$14.95 (w/DET) \$16.95 (w/DAT); Starz \$9.50 (w/DET) \$10.50 (w/DAT); Encore \$6.00 (w/DET) \$7.00 (w/DAT); Starz/Encore \$13.95 (w/DET) \$15.95 (w/DAT); HBO/Cinemax \$32.90 (w/DET) \$37.90 (w/DAT); Showtime/Movie Channel \$13.95 (w/DET) \$15.95 (w/DAT); Sports Package \$5.00 (w/DET) Not available w/DAT. **Pay-per View and In-Demand is available with Digital Preferred Tier and Basic Tier with two-way Equipment only. Charges vary by program.**

**TELEPHONE SERVICES:** Unlimited\* Calls within the United States and to Canada \$29.95; Non-listed Number \$5.00; Non-published Number \$10.00; Number Change \$10.00; Phone Delivery Charge \$35.00; \* See Service Agreement for details. Additional usage charges apply for outgoing; completed international, pay-per-call, directory assistance and operator service calls.

**EQUIPMENT RENTAL:** Cable Set-top Box \$4.95; DVR \$10.00; DTA \$3.00 (to extent not free in connection with encryption); 3<sup>rd</sup> or More DTA \$4.95; Standard Modem \$6.05; Telephone Modem \$6.05; Wireless Modem \$10.00; Wireless Phone Modem \$10.00; CableCARD \$4.95.

**CHARGES FOR LOST, DAMAGED, OR STOLEN EQUIPMENT (PER UNIT):** Set-Top Box, DVR up to \$400.00; DTA up to \$100.00; Modem up to \$300.00; Remote Control \$25.00; Power Supply (AC cord) for any device (except DTA returned without cord) \$ 20.00; DTA power cord \$ 10.00; DTA HDMI \$ 10.00; USB cord, Ethernet \$5.00; Cable or CD \$5.00 each. The charge for some equipment described as “up to” may be reduced to reflect depreciation, as determined in the sole discretion of CTV.

**INSTALLATION, SERVICE AND REPAIR CHARGES (per incident unless otherwise noted):** \*Tech Visit \$50.00; New Service Installation (up to 4 outlets) \$50.00; Additional Outlet Installation \$20.00 each; Activate Existing Outlet \$10.00 each; Wall Fish \$75.00 each; Downgrade Service (no tech required) \$2.50; \*Downgrade (tech required) \$50.00; Home Networking Connection \$60.00; Transfer Existing Service \$40.00; Relocate Buried Drop \$40.00; Relocate Aerial Drop \$50.00; Move or Rewire Existing Outlet \$20.00; Equipment Reactivation Fee \$16.00; Equipment Pick-up by Tech \$50.00; Add/Activate Outlet Trip \$30.00; \*Upgrade (Tech Required) \$50.00; Service Protection Plan \$3.00 per month;\* Fee waived for customers that have subscribed to the Service Protection Plan.

**LATE PAYMENT CHARGES:** If You have not had a late payment in the prior 12 months, the Late Charge is \$2.00 at 30 days late, \$7.00 additional at 59 days late, and another \$9.00 for each 30 days late thereafter. Otherwise, the Late Charge is \$2.00 at 30 days late, an additional \$7.00 at 38 days late, \$9.00 at 60 days late, and another \$9.00 for each 30 days late thereafter. For purposes of late payment fees, the calculation period runs from the statement “Billing Date” and not the “Payment Due Date” as such terms are used on the CTV billing invoice.

## **SERVICE AGREEMENT FOR CTV BEAM SERVICES**

This Service Agreement (“Agreement”) states the terms and conditions applicable to the purchase and use of the cable video, internet, and phone services (individually and collectively the “Service”) provided by R.M. Greene, Inc. d/b/a CTV BEAM (“CTV” or “Company”). All persons who use any of the Services (“Customer” or “you”) agree to be bound by the terms of this Agreement, as applied to Customers. CTV may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with the notice provisions of this Agreement. Your continued use of the Service following such notice shall be deemed acceptance of the revised Agreement. If you do not wish to continue to be subject to the revised Agreement, you must immediately notify CTV of your intent to terminate the Service and must return all portable Company Equipment.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 12, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS CUSTOMER’S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.**

1. **CTV Property:** All CTV-provided equipment distributed to and/or installed for use in the Customer's service location(s) by or on behalf of CTV (“Equipment”) remains the property of CTV, including without limitation, converter box(es), evolution DTA box(es), hand unit(s)/remote(s), and /or modem(s), power supply(ies), USB and/or CD cord(s), and/or Cat 5 cable(s). None of the Equipment shall become a fixture. CTV Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without CTV authorization. Customer must return all Equipment upon substitution of or termination of Service. Failure to do so will result in a charge to be determined in accordance with CTV's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Customer agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

2. **Disruption of Service:** All CTV Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall CTV be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond CTV's reasonable control. Subject to applicable law, CTV may give credit with respect to Customer's recurring monthly subscription fee for qualifying outages of CTV Services.
3. **CTV Equipment:** If any Equipment is damaged, lost or stolen during the period that the Equipment is issued to Customer, Customer shall be responsible for, and agrees to pay, the replacement costs for such Equipment. CTV is not responsible for the maintenance or repair of Customer-provided equipment, including but not limited to telephones, computers, modems, televisions, TIVO type boxes, or any other related or similar Customer-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to CTV Equipment due to negligent use or abuse or if no fault is discovered in CTV's system or Equipment. Except as may be otherwise expressly provided, CTV makes no representations or warranties, with respect to Equipment or Service provided by CTV or with respect to the compatibility of the Service or the Equipment with any Customer-provided equipment. Customer is responsible for any misuse of CTV's Equipment, the Service, or any third party services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or another Customer with access to your account. Customer agrees to maintain the security and confidentiality of Your user names and passwords or similar credentials that enable you to access CTV services. You further agree not to disclose such credentials to any third party. The Equipment, Service, or third party services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person.

**ALL EQUIPMENT IS PROVIDED "AS IS", AND CTV HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.**

**CTV SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.**

CTV's sole obligation and Customer's sole remedy with respect to any liability or damage caused by Customer's use or deployment of CTV Equipment, shall be a refund of fees paid by Customer for such Equipment for the previous billing month/cycle. Customer shall not use CTV's Equipment or the Service for illegal, fraudulent, or inappropriate activities or otherwise engage in any illegal, fraudulent, or inappropriate activities in their course of dealings with CTV.

4. **Customer Property:** CTV assumes no responsibility and shall have no responsibility for the condition or repair of any Customer-provided equipment and/or software. Customer is responsible for the repair and maintenance of Customer-provided equipment and/or software. CTV is not responsible or liable for any loss or impairment of CTV's Service due in whole or in part to a malfunction, defect, or other function of, upgrade to, or effect caused by Customer-provided equipment and/or software. Notwithstanding anything to the contrary, Customer agrees to allow CTV and its agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, configure, maintain, inspect or upgrade Customer-provided equipment to the extent necessary to provide Service. Customer warrants that Customer is either the owner of such equipment or that Customer has the authority to give CTV access to it.
5. **Taxes/Fees:** Customer agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Service, the Equipment or installation or service charges incurred with respect to the same (including franchise fees).
6. **Care of CTV Property and Service:** Customer agrees that neither Customer nor any other person (except CTV's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate (either temporarily or permanently) any Equipment from the service address or location of initial installation. Any alteration, tampering, removal, relocation or the use of Equipment which permits the receipt of Service without authorization (including without limitation, in violation of the terms provided herein)

or the receipt of Service to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Customer, CTV shall relocate the CTV Equipment for Customer within Customer's home at a time mutually agreed to by CTV and Customer. Customer may incur a charge for such relocation and should consult a current CTV schedule of rates and charges prior to requesting such relocation. If the Customer moves residences outside of CTV's service area, Customer shall notify CTV that this Agreement shall be terminated in accordance with the terms of this Agreement

**7. Customer Termination and Expiration:**

a. **Termination by Customer:** Unless otherwise terminated, the Agreement shall automatically renew on a month-to-month basis. Customer acknowledges that upon such renewal all pricing is subject to change (unless otherwise expressly provided in writing for a specific duration). To terminate any recurring service, Customer must call 334-298-7000, or provide a hardcopy written notice of termination to CTV delivered to the attention of Office Manager at 2400 Sportsman Drive, Phenix City, AL 36867.

b. **Termination for Breach:** In the event of any breach of the Agreement by Customer, the failure of Customer to abide by the rates, rules and regulations of CTV, the failure of Customer to provide and maintain accurate registration information, or any illegal activity by the Customer using any CTV Service, this Agreement may, at CTV's option, be terminated and CTV's Equipment removed. Failure of CTV to remove such Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to CTV in the event that CTV shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under the Agreement. CTV may terminate this Agreement or CTV may reject an application or block access to or use of any component of any CTV Service for any reason including, but not limited to, if:

- i. Customer violated the Agreement as to this or another CTV account;
- ii. the information required in the application process is or becomes incorrect, absent or incomplete;
- iii. Customer threatened or harassed any CTV employee, agent, contractor or representative;
- iv. Customer's credit card issuer refuses a charge or any other payment method fails to compensate CTV;
- v. there is a violation of the terms this Agreement, or any CTV policy to which Customer is or should be aware based on Customer documentation, notices to Customer or information and policies on CTV's website, all as determined in the sole discretion of CTV; or
- vi. the amount of technical support required to be provided to Customer is excessive as determined in the sole discretion of CTV.

Customer further agrees that in the event of termination pursuant to subsection (b), CTV shall have no liability to Customer.

c. **Obligations Upon Termination:** The Customer agrees that upon termination of the Agreement:

- i. Customer will pay CTV in full for Customer's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of the Agreement, the date on which the CTV Service has been disconnected, or the date on which the Equipment is returned to CTV. The Customer agrees to pay CTV on a pro-rated basis for any use by the Customer of any CTV Service for a part of a month;
- ii. Customer will promptly return all Equipment to CTV. In the event that Customer fails to return any Equipment within ten (10) days of the termination of this Agreement in addition to Equipment charges contemplated in Section 7(c), Customer shall be liable to CTV in accordance with CTV's then current schedule of charges for non-returned Equipment.

d. **Renewal after Cancellation or Termination:** Customer acknowledges and agrees that in the event of renewal after cancellation or termination of a CTV Service, Customer shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

8. **Content and Services:** All services are subject to change in accordance with applicable law and notice.

9. **Rates:** All rates are subject to change in accordance with applicable law and notice.

10. **Disclaimer:** CTV assumes no liability for any program, services, content or information distributed on or through the Services and CTV expressly disclaims any responsibility or liability for Customer's use thereof. Further, CTV shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

11. **CTV's Reservation of Rights:** CTV reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, CTV will provide notice that is reasonable under

the circumstances before suspending or terminating Service to an existing Customer, and CTV will provide any prior notice of suspension or termination that is required by law.

**12. Arbitration, Waiver of Class Action and Jury Trial.**

- a. You or Company may elect to arbitrate any Dispute (as defined below) in accordance with the terms of this Section (the "Arbitration Provision.") If arbitration is demanded by either party in accordance with the terms herein, neither you nor Company will have the right to litigate that Dispute in court. In arbitration there is no judge or jury and there is less discovery and appellate review than in court. By agreeing to this Arbitration Provision, you may be waiving constitutional or statutory rights.
- b. "Dispute" means any claim or controversy between you and Company regarding any aspect of your relationship with Company, including, but not limited to, any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement, and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. "Dispute" is to be given the broadest possible meaning that will be enforced.
- c. Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMPANY IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT. Requests must be sent by mail to 2400 Sportsman Drive, Attn: Legal Department Arbitration Opt-out, Phenix City, AL 36867. Your written notification to Company must include your name, address and Company account number as well as a clear statement that you do not wish to resolve disputes with Company through arbitration. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with Company or the delivery of services to you by Company. If you previously opted out of arbitration with respect to the account governed by this Agreement, you need not do so again.
- d. RESTRICTIONS: (1) TO THE EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF ANY STATUTE OR OTHER LAW TO THE CONTRARY, YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE. (2) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER CUSTOMERS, OR OTHER PERSONS SIMILARLY SITUATED.
- e. Selection of Arbitrator, and Applicable Rules and Law. The arbitration proceeding shall be administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration is initiated (collectively, "AAA Rules"). The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 800-778-7879. The Service provided to you by Company concerns interstate commerce, so the Federal Arbitration Act ("FAA"), not any state arbitration law, shall govern the arbitrability of all Disputes and the application and enforceability of this Arbitration Provision. Applicable federal law or Alabama law, however, shall apply to and govern the substance of any Disputes. No state arbitration statute shall apply to the arbitration proceeding. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your Dispute with Company. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.
- f. Arbitration Procedures. The party initiating the arbitration proceeding may open a case with the AAA, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. An explanation of the procedures for initiating an arbitration proceeding are available at [www.adr.org](http://www.adr.org) or by calling 800-778-7879. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by applicable law and will take reasonable steps to protect customer account information and other

confidential or proprietary information. The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award granted by the arbitrator may be enforced in any court with appropriate jurisdiction over the parties.

- g. Arbitration Hearing and Location. If the Dispute is for \$10,000 or less, you may choose whether to conduct the arbitration solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the Dispute exceeds \$10,000, the AAA Rules will determine the right to a hearing. Any in-person hearing will take place at a location convenient to you in the area where you receive the Service from Company.
- h. Payment of Arbitration Fees and Expenses. Payment of all arbitration fees and expenses will be governed by the AAA Rules. Company will reimburse you for payment of your filing fee if you provide us with thirty days' advance written notice, addressed to 2400 Sportsman Drive, Attn: Legal Department Arbitration Request, Phenix City, AL 36867, of your intent to seek arbitration, so that you and we have an opportunity to attempt to mutually resolve a dispute prior to the filing of arbitration. You are responsible for paying fees and expenses for your attorneys, witnesses, and experts in arbitration. Company will not seek attorneys' fees and expenses in arbitration, unless the arbitrator determines the Dispute is frivolous or brought for an improper purpose. If the arbitrator determines that the Dispute is frivolous or brought for an improper purpose, you agree to reimburse Company for previous payments it made that otherwise would have been your obligation to pay under the AAA Rules and applicable law.
- i. Severability and Waiver of Jury Trial. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action and class arbitration waiver set forth herein is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the Dispute will be decided by a court. **WHETHER IN COURT OR IN ARBITRATION, YOU AND COMPANY EACH HEREBY AGREE TO WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY TRIAL BY JURY.**
- j. Small Claims Exclusion from Arbitration. You and Company agree that any claim that is not aggregated with the claim of any other Customer and whose amount in controversy is properly within the jurisdiction of a small claims court will not be subject to arbitration.

**13. Limitations of Warranties and Liability. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.** Customer acknowledges and agrees that Company has priced its Service and entered into this Agreement in reliance upon the limitations set forth herein, and that the same form an essential basis of the bargain between the parties. Customer understands and agrees that the limitations and exclusions of warranties and liability in this Agreement will survive and apply even if found to have failed of their essential purpose. If any of the exclusions in this Agreement are found to be invalid, Company's liability is limited to the maximum extent permitted by law.

*No Warranties.* CUSTOMER AGREES THAT USE OF THE SERVICE, EQUIPMENT AND ANY SOFTWARE SUPPLIED BY COMPANY IS AT CUSTOMER'S SOLE RISK. THE SERVICE AND EQUIPMENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Company does not warrant that transmissions sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time. The Services are not represented as fail-safe and are not designed for use in situations in which error-free or uninterrupted service is essential. You expressly assume the risk of any damages involving vital communications in which an error or interruption in the Service could lead to material injury to business, persons, or property. You understand that there is a risk that other users may attempt to access your Services, such as through the Internet or connected networks, and agree to take full responsibility for taking adequate security precautions and safeguarding your data.

*Limitations of Liability; Exclusive Remedy.* **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION**

WITH THIS AGREEMENT OR THE PROVISION OF SERVICE HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICE, COMPANY EQUIPMENT AND ANY SOFTWARE, OR ANY BREACH BY COMPANY OF ANY OBLIGATION COMPANY MAY HAVE UNDER THIS AGREEMENT, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE. REGARDLESS OF CAUSE, COMPANY SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR FOR THE DEGRADATION OR INTERRUPTION OF, ANY SERVICE; FOR ANY LOST DATA OR CONTENT; IDENTIFY THEFT; OR ANY DAMAGE TO CUSTOMER EQUIPMENT, PROPERTY, OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICE. IN NO EVENT SHALL COMPANY'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO ACCESS AND USE THE SERVICE FOR A PERIOD OF THREE MONTHS. CUSTOMER HEREBY RELEASES COMPANY FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

*Limitations of Liability for Service Failure; Outage Credits.* Customer understands and agrees that the Service is not fail-safe and may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons that may be beyond Company's reasonable control. Temporary service interruptions shall not constitute a failure by Company to perform under this Agreement. Customer's sole and exclusive remedy for any service interruption is a pro-rated credit for monthly recurring service charges for complete failure of a Service of at least twenty-four consecutive hours. Service interruptions do not include any failure of a Service or loss of access to a Service that is caused by Customer or any person Customer permits to enter his property or use a Service, Customer's Equipment, loss of power at Customer's premises, or any force majeure event or other circumstance beyond Company's control. **TO QUALIFY FOR A CREDIT, YOU MUST REQUEST IT WITHIN 60 DAYS OF THE SERVICE INTERRUPTION.**

*No Liability Arising from Content, Communications, or Third-Party Services.* Customer acknowledges that content, communications, or applications that Customer may access or transmit through the Service are provided by independent content providers, over which Company does not exercise and disclaims any control. Company does not preview content or exercise editorial control; does not endorse any opinions or information accessed through the Service; and assumes no responsibility for content or other material received from a third party. Company specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and other users accessing other content, communications, or applications through the Service do so at their own risk, and Customer holds harmless Company from any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content, communications, or applications, and from any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service or from the installation, maintenance or removal of any Service, network, or related equipment or software.

*Force Majeure Event.* Company shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Service or other inability to perform any obligations under this Agreement, directly or indirectly caused by circumstances beyond Company's commercially reasonable control, including but not limited to inability to use or damage to poles, cables, rights-of-way, communications satellite or other facilities; strike or labor disputes; disputes with service or content providers; acts of mischief, war, riot, terrorism or insurrection; criminal, illegal or unlawful acts; natural causes; acts of God, fire, flood, lightening, wind, ice, earthquake, tornado, or other weather conditions or storm; explosion, power blackout, cable cut, or acts of third parties not acting under the direction of Company; unavailability of services or materials upon which the Service relies; mechanical or power failures; inability to access Customer premises; or any order, law, ordinance, or governmental or quasi-governmental action or inaction in any way restricting or delaying the operation or delivery of a Service.

*Interference.* Customer waives all claims against Company and its service providers, for interference,



disruption, or incompatibility between Company Equipment or the Service and any other service, systems, or equipment. Should any antenna, or signal amplification system or other third-party device interfere with the Service provided by Company, Company is not obligated to distribute a signal to the Customer premises better than the highest quality which can be furnished as a result of such interference. In the event of such interference, disruption, or incompatibility, your sole remedy shall be to terminate the Service in accordance with the Agreement.

14. **Indemnification.** Customer agrees to defend, indemnify and hold harmless the Company, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons and entities involved in providing the Service or Company Equipment from and against any and all claims, losses, suits and expenses, including reasonable attorneys' fees, arising out of or related in any way to (a) the use of the Service or Company Equipment by Customer; (b) the use of any other products or services provided by Company; (c) the injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Company Equipment, facilities or associated wiring, (d) libel, slander, or the infringement of intellectual property or other rights arising directly or indirectly from the material transmitted over the facilities of Company or by Customer's use of or interaction with the Service or Equipment; (e) claims by the owner of property arising from Company's access of such property to provide a Service to Customer; and (f) against all other claims arising out of any act or omission of Customer, including but not limited to breach of this Agreement.
15. **Customer Use Of Service.** The Services are provided solely for Customer's personal, residential use and Customer shall not use Service for any commercial purpose, unless Customer has purchased a service expressly identified by CTV as a commercial or business service ("Commercial Customer"). Customer will not, and will not permit another person, to: resell, redistribute, or provide unlawful access to any Service in whole or in part; falsify IP address, calling party number or other telephone signaling information, packet header, email header, sender, or user information, such as to mask the identity of the sender, originator or point of origin; intercept, redirect or otherwise interfere with communications intended for third parties; or use any Service in any manner that violates applicable law or this Agreement or for any unlawful or fraudulent purpose, harms or interferes with use of Company's network, interferes with the use or enjoyment of services received by others, infringes or facilitates the infringement of intellectual property rights, results in the publication or distribution of threatening, harassing, or offensive material, invades the privacy or security of any person, impersonates any person or entity, or attempts to gain unauthorized access to any network, computer, content, database or system. The Customer whose name under which the account for Service is established is responsible for any access, use or misuse of the Service and Company Equipment provided to them, whether authorized or not, including but not limited to the obligation to pay for all charges for additional telephone usage, on-demand programming, and other services. Customer is responsible for selecting appropriate passwords and maintaining the confidentiality thereof, and for ensuring that all users understand and comply with all terms and conditions applicable to the Service.
16. **Access To Customer Premises.** Customer grants CTV and its employees, representatives and agents the right to enter Customer's premises and access Company Equipment, the wiring within Customer's premises and Customer Equipment as Company deems necessary and appropriate to install, connect, inspect, maintain, repair, replace, disconnect, monitor, remove or alter Company Equipment, check for signal leakage, or to install or deliver the Service. Company or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing wiring in or on Customer's premises, and drill, cut, and otherwise alter improvements on the premises (including walls, flooring, landscaping, and/or other surfaces) in order to install, maintain, or repair the Service. Customer shall cooperate in providing such access upon request of Company. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the permission of the owner of the premises for Company's personnel to enter the premises to install, maintain, and repair the Service and to make any alterations that Company deems appropriate for the work to be performed. CTV's failure to remove its Equipment shall not be deemed abandonment thereof. If, in CTV's sole determination and discretion, the installation and maintenance of Service requested at Subscriber's premises are or may become hazardous or dangerous to our employees, the public or property, CTV may refuse to install and maintain such Service.
17. **Payment And Charges.** A list of applicable rates and fees is available from Company upon request ("Rate Schedule"). Company may offer promotional rates to other customers from time to time, and Customer agrees

that Company is not obligated to offer such rates to Customer or to apply such rates retroactively in the event that they are offered to Customer. Company reserves the right to require payment of installation fees, deposits, and the first month of a Service in advance prior to activation or installation of a Service. Otherwise, monthly service charges (including Service Protection Plan charges) will be billed in advance, and usage, one-time and other charges will be billed in arrears (unless otherwise expressly provided herein). Customer is responsible for any and all charges, damages and costs that Customer or anyone using Customer's Service incurs. Company may charge a reasonable service fee for all returned checks and debit card, credit card or other charge-backs. Company has the right to present for payment via electronic funds transfer, any returned check or declined card amount and the applicable NSF Fee. By sending your check to us, you authorize us to send the information from your check electronically to your bank for payment or to present an image copy for payment; your original check may be destroyed. Your bank account will be debited in the amount of your check as early as the same day Company receives your payment. If Customer elects to pay by automatic recurring credit card, debit card or electronic funds transfer payments, Customer authorizes Company to charge such accounts. In addition to Customer's ordinary charges, additional fees may be imposed, including fees for early termination, reconnection, and service calls. Customer must notify Company in writing of any billing errors, disputes, or requests for credit within 60 calendar days of the date on the applicable invoice.

18. **Late Payment.** Payment is due on the date stated on the invoice. Late charges (as specified in the Rate Schedule) apply if for any reason (a) Company does not receive payment for the Service(s) by the payment due date or (b) you pay less than the full amount due for the Service(s). Company does not anticipate that you will fail to pay for the Service(s) on a timely basis, and does not extend credit to customers. The fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of Company's costs resulting from late payments and non-payments. If Company uses a collection agency or attorney to collect late payments, Customer agrees to pay the reasonable costs of collection including reasonable collection agency and attorneys' fees and arbitration or court costs. If Customer fails to pay the full amount due, Company, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive. Company may suspend Service after customer has been more than 30 days late in paying an invoice, but it reserves the right to do so at any time when a Customer is delinquent on a payment obligation. If Customer requests to resume Service(s) after any suspension, Customer may be required to pay a reconnection fee and the first month's charge for service.
19. **Taxes And Surcharges.** Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, governmental charges (excluding income taxes), contributions to government programs such as the Federal Universal Service Fund, and surcharges that Company is permitted by applicable law to collect from its customers, each as they may change from time to time, including any that become applicable retroactively. These may include but are not limited to surcharges for programming, license, copyright, retransmission of broadcast signals, supplier surcharges, gross receipts taxes on communications, and surcharges to recover Company's reasonable costs for complying with applicable government regulations.
20. **Customer Responsibility For Third Party Charges And Services.** It is Customer's sole responsibility to pay all charges or fees assessed by any third party service provider that Customer accesses via any Company Service. Company does not assist such providers in billing or collecting for their services, and Company will not intervene on Customer's behalf in a billing dispute with a third party provider.
21. **Enforcement.** Customer authorizes Company and its affiliates to cooperate with law enforcement authorities and other service providers in the investigation or prosecution of criminal violations and to enforce this Agreement. Such cooperation may include providing certain Customer identifying information to these parties, to the extent permitted by applicable law.
22. **Notice.** Company may deliver any required or desired notice to Customer by posting the notice on Company's website, in any invoice sent to Customer, by sending notice via email to any email address provided to Company by Customer, by publication, or U.S. postal mail to Customer's billing or service address. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Company may from time to time notify Customer about important information regarding the Service, Privacy Policy and the Agreement by such methods, Customer agrees to regularly check their postal mail, email, Citizen Newspaper, and all postings on the Company website.
23. **Miscellaneous.**

*No Assignment.* Customer may not assign, or transfer in any manner, the Service, this Agreement, Equipment supplied by CTV, and/or any rights associated with this Agreement. CTV may assign, transfer and/or sell this Agreement the rights and obligation of CTV hereunder, in whole or in part.

*Severability.* If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

*Survival.* All representations, warranties, disclaimers, indemnifications, dispute resolution provisions (including the Arbitration Provision), payment obligations, and limitations of liability contained in this Agreement shall survive the termination of this Agreement, or your Service with Company, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

*Modifications.* Customer may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. Company may modify the Agreement pursuant to the change provisions set forth herein.

*Entire Agreement.* This Agreement, the Privacy Policy, Rate Schedule, and CTV policies and other terms and conditions of service as posted on the CTV website, from time to time, constitute the entire agreement between the parties and supersede and nullify all prior understandings, promises or undertakings with respect to the Service and Company Equipment. No undertaking, representation or warranty made by an agent, employee or representative of CTV in connection with the sale, installation, maintenance or removal of CTV's Service or Equipment shall be binding on CTV except as expressly included herein. Customer agrees that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If CTV fails to insist upon or enforce strict performance of any provision of this Agreement, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

*Governing Law.* This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Alabama, without regard to its conflicts of law provisions.

*No Third Party Beneficiaries.* The parties agree that the terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement (except to the extent that this Agreement expressly otherwise provides with respect to any such third parties, including without limitation under the terms of Section 12), that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights under this Agreement nor the right to require the performance of obligations by either of the parties under this Agreement.

*No Waiver.* The failure of Company to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Company or the ability to assert or enforce such right at any time in the future.

**ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE**

In addition to the general terms above, the following additional terms are applicable to Video Service:

**Use of Service.** You may not rebroadcast, transmit, record, perform, or charge admission to view or listen to any of the programming made available by the Service unless you obtain and pay for any public performance licenses. Customer is responsible for assuring that adult-oriented programming services are not ordered or viewed by persons less than 18 years of age.

**Programming Availability.** Company has no obligation to provide any particular programming service or channel as part of its Service, and Customer agrees that you are not entering into this Agreement or purchasing the Video Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included. Purchase of individual premium channels requires a subscription to one of Company's programming tier packages. In the event particular programming becomes unavailable, either on a temporary or permanent basis, such as due to a dispute between Company and a third party programmer, Company shall not be liable for compensation, damage, credits or refunds of fees for the missing or omitted programming, except that Company may provide pro-rated refunds for programming that had been purchased on an a la carte basis. Customer's sole recourse in such an event shall be termination of the Video Service. Company has the right at any time to preempt, without prior notice, specific programs or services advertised as available to customer and to determine what substitute programming, if any, shall be made available. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

**Parental Control.** Video Service includes material that some persons may consider to be offensive, sexually explicit or objectionable. Applications that enable users to block certain programming, i.e., parental controls, are available through certain Company Equipment rented by Company and also from third parties. The Company makes no representation or warranty regarding the effectiveness of such parental control applications.

#### **ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE**

In addition to the general terms above, the following additional terms are applicable to Internet Service:

**Use of Service.** Customer shall not and shall not allow others to use the Internet Service to: (a) transmit any file that contains a virus, lock, key, bomb, worm, spyware, time bomb, cancel bot, corrupted file, root kits, Trojan horse or other harmful or debilitating feature that may damage the operation of another's computer, network, system or other property, or be used to engage in hijacking; (b) distribute any mass unsolicited e-mail, including commercial advertising (except that Commercial Customers may send commercial email, provided that such emails provide recipients a means for opting-out of future communications), solicitations for donations, or chain mail; (c) cause any unusually large burden on the network or otherwise generate large levels of traffic; (d) use, possess, post, transmit or disseminate material that is obscene, profane, pornographic, unlawful, threatening, abusive, libelous, slanderous, defamatory, encourages conduct that would constitute a criminal offense, or gives rise to civil liability; (e) access or use, without the consent of the owner, any computer, software, data, confidential or proprietary content, or copyrighted, trademarked or patent protected material; (f) interfere with computer networking or other services to or from any Internet user, host or network, including but not limited to perpetrating denial of service attacks, overloading a service, improper seizure or abuse of operator privileges, hacking, or attempting to crash a host or service; (g) operate a commercial server in connection with the Service, including FTP, IRC, SMTP, POP, HTTP, DNS or any multi-user forums (Commercial Customers excepted); (h) scan any device without the knowledge or consent of such person; or i) use an IP addresses that the Customer does not have a right to use. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Company policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any Customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Company, in its sole discretion, believes is infringing these rights. Company may terminate the Service at any time with or without notice for any affected customer or user.

**E-mail.** As part of the subscription to Internet Service, Customer will be provided with the ability to set up a limited number of email addresses. Customer is responsible for the setup and proper usage of these addresses. Company reserves the right to limit the storage capacity of e-mail accounts, and to modify, delete

or correct any accounts that exceed such limitations. Company reserves the right to reclaim any inactive e-mail addresses or accounts from Customer at Company's sole discretion and without notice. Company shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.

**Personal Web Pages and Content.** Customer is solely responsible for any information, material or content that Customer publishes on its web pages or otherwise makes available on the Internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. Company reserves the right to refuse to post or to remove any information, materials or content, in whole or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

**Service Performance and Network Management.** Company has no obligation to track usage of Customer; however, as part of providing the Service and in order to protect from unauthorized reception of Service, Company may track certain usage, patterns and selections indicated by Customer or other information necessary to satisfy any law or regulation, to properly operate the Internet Service and to protect Company, its system, network, services, equipment and customers. Customer agrees that actual upload or download speeds that are experienced at any given time will vary based on a number of factors, including the capabilities of Customer's equipment, Internet congestion, the performance of network equipment, the technical properties of websites visited, environmental factors, the content and applications accessed, the condition of any lines between these two points, and any network management tools and techniques employed by Company. Company reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail scanning, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage. Information about Company's network management practices and performance is available on the Company's website. Customer and Customer's Internet Service are subject to the limitations and requirements set forth therein, including any provisions related to bandwidth and data usage and storage.

**Equipment.** Whether the modem is owned by Customer or Company, Company shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time that Company, in its sole discretion, determines it is necessary or desirable.

**Security; Network Integrity.** Company does not guarantee that Customers are protected from hackers, viruses, malware, or other harmful elements that may result from using the Internet Service, and as such, Customer should not rely on Company to provide such protection. Company does not encrypt Customer's traffic and third parties may be able to access Customer's traffic and devices from across the Internet, including your software, files and data. Customer is solely responsible for any security devices or software that you choose to connect or install on your devices. It is Customer's responsibility to protect Customer's computer and data from harmful malware by installing firewall and other anti-virus software. Company may run third party virus check software or other protection measures over its network; however, Company does not represent, warrant or covenant that such measures will detect, repair or correct any or all harmful material. CTV will take appropriate (as decided by CTV's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

**Back-up.** Customer agrees to back-up all existing computer files prior to initiation of or any change in Service, equipment or software, and accepts sole responsibility for lost or damaged files, data or programs. Company shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.

#### **ADDITIONAL TERMS APPLICABLE TO PHONE SERVICE**

In addition to the general terms above, the following additional terms are applicable to Phone Service:

##### **Limitations of Phone Service and 911 Dialing.**

- a. *Power/Network Outages.* PHONE SERVICE INCLUDING 911 WILL NOT WORK IF ELECTRICAL POWER IS NOT AVAILABLE OR IF COMPANY'S NETWORK IS NOT WORKING PROPERLY. The Company Equipment for Phone Service is intended to include a battery that will enable Customer to make and receive calls for a limited period of time in the event of a power failure, but it is Customer's responsibility to ensure that such battery is present and functional and to replace same when necessary. Company recommends that you maintain at least one non-cordless phone to be able to use the service for a period of time in the

event of a power failure.

**Correct Address.** Prior to initiating the Phone Service, Customer must provide Company the valid street address where the Phone Service will be utilized. Customer may not to move the phone modem from the location it was originally installed. IF CUSTOMER MOVES THE PHONE MODEM FROM THE REGISTERED ADDRESS, CUSTOMER'S PHONE SERVICE MAY NOT FUNCTION PROPERLY AND 911 OPERATORS MAY NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.

**Not All Equipment, Services, and Call Types Supported.** The Voice Service may not be fully compatible with all types of third-party equipment and services. It is the Customer's responsibility to test such compatibility prior to any time at which the Customer may need to rely on such equipment and services, including but not limited to home security and alarm systems, medical monitoring systems, fax machines, dial-up modems, TDD/TTY or other hearing impaired devices, rotary phones, and PBX equipment. Voice Service is not guaranteed to complete all call types or access all functions offered by other telephone service providers, such as busy line verification and busy line interruption, shore-to-ship calling and other satellite-based services, three-digit N11 codes not required to be completed by law, and certain function codes preceded by an asterisk such as automatic callback and automatic recall. Company reserves the right not to complete calls to dial-around services (10-10-XXX), 900 or 976 telephone numbers, operator assisted calling (including person to person and station to station calling), or any other call types in which charges typically would be billed to the originating caller on behalf of a third party and Company might be expected to act as a collection agent. If Company completes any such call, Customer is responsible for paying all charges passed through by Company. Company shall have no liability for Customer's inability to use any third-party equipment or services, complete or receive calls, or for any of the other limitations described in this paragraph, and Customer's sole remedy therefor is to purchase additional or replacement voice services from a third party.

**LIMITATION ON LIABILITY.** IN ADDITION TO THE LIMITS FOUND ELSEWHERE IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO COMPLETE A CALL TO 911, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY (AND ANY OF ITS THIRD PARTY SERVICE PROVIDERS THAT PROVIDE SERVICES TO COMPANY IN OR FOR COMPANY TO PROVIDE PHONE SERVICES TO YOU) FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE.

**Additional Charges Related to Phone Service.** In addition to recurring charges, Customer agrees to pay Company for all usage-based charges including, but not limited to, collect calls, international calls, directory assistance, and operator-assisted calls.

**Phone Numbers/Portability.**

b. **Switching to Company.** If Customer is switching from another provider, Customer may transfer their existing phone number to the Phone Service (in certain areas), provided that the following conditions apply: (1) Customer requests the phone number transfer at the time the order is first placed; (2) Customer provides complete and accurate information; (3) Customer's current provider releases the phone number without delay and without imposing non-industry standard charges; and (4) transfer of Customer's phone number would not, in Company's sole discretion, violate applicable law or Company's processes or procedures. In the event that the Customer desires to cancel or reschedule their installation date, Customer must notify Company no later than two business days before the installation date in order to prevent Customer's phone service from being interrupted. It is Customer's responsibility to cancel Customer's pre-existing services purchased from other providers.

**Switching from Company.** To transfer your phone number from Company to another provider, Customer must place the order to transfer through Customer's new service provider and not through Company. Company will release Customer's phone number to Customer's new provider, provided that: (1) Customer's new provider submits a properly completed transfer request; (2) Customer's new provider will accept transfer of the phone number without delay or charge; and (3) transfer of Customer's phone number to the new provider would not, in Company's sole discretion, violate applicable law or Company's processes or procedures.

**Telephone Numbers.** If Customer is receiving a new phone number from Company, such number may change

prior to the time of installation of service. Customers must not use, publish or advertise any phone number until Service has been activated. The Customer has no property or other right in the phone number and Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of the number.

**Directory Listings:** Company may make available an option to list your name, address, and/or telephone number in a published directory (whether in print or online) or directory assistance database. The alphabetical list of customer names is for the purpose of informing interested parties of the telephone number and address of listed customers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. For an additional fee, Customer may choose to have a non-published phone number. Company will make reasonable efforts to prevent the disclosure of non-published numbers, but in no case will Company be liable should such number be divulged. In the event that one or more of the following conditions occurs: (1) you request that your name, address and/or phone number be omitted from a directory or directory assistance database, but that information is included in either or both; (2) you request that your name, address and/or phone number be included in a directory or directory assistance database, but that information is omitted from either or both; or (3) the published or listed information for your account contains material errors or omissions, then the aggregate liability of Company and its suppliers and agents shall not exceed the monthly charges, if any, which you have actually paid to Company to list, publish, not list, or not publish the information for the affected period. You shall hold harmless Company and its suppliers and agents against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by any errors and omissions related to directory listings.

#### **IMPORTANT INFORMATION REGARDING YOUR CTV PHONE SERVICE**

Note: The Phone Modem insert only applies to those customers that currently receive CTV VoIP phone service. CTV's VoIP phone service will not function in the event of a power outage, unless the CTV modem (the EMTA) is equipped with a functioning battery backup or other power source, which will provide power to the EMTA for a limited period of time. IT IS YOUR RESPONSIBILITY ALONE AND NOT CTV'S TO OBTAIN AND INSTALL A BACKUP BATTERY (OR OTHER POWER SOURCE) AND TO REGULARLY CHECK THE BATTERY INDICATOR LIGHTS LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES "REPLACE BATTERY" OR "BATTERY LOW." Consequently, it is important that you monitor the battery indicator lights on your CTV EMTA.

YOUR EMTA MAY NOT BE EQUIPPED WITH A BATTERY BACKUP. IN THAT CASE, YOU MUST AT YOUR OPTION PROVIDE IT OR ANOTHER POWER SOURCE AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS. BY USING THE CTV PHONE SERVICE. YOU AGREE TO ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH OBTAINING, INSTALLING AND MONITORING A BATTERY OR OTHER POWER SOURCE, AND OBTAINING AND INSTALLING A NEW BATTERY TO REPLACE AN INOPERABLE OR LOW FUNCTIONING BATTERY.

If there is no battery backup included with your CTV Phone or if your battery is exhausted, dislodged or inoperable, you will not have battery backup power to your CTV Phone service and therefore your CTV Phone service, including E911 service, will not function in the event of a power outage unless you have another power source for your phone. Please remember that a backup battery source only powers the advanced modem, not your phone. In order to have phone service in the event of a power outage, you must use a phone that is not dependent on a power source to function.

Depending on the advanced modem you have, if your "Battery Low" or "Replace Battery" light is on, or if the "Battery" light is flashing, your advanced modem battery power is running low and should be replaced. CTV offers new residential customers the option to purchase a battery for your EMTA. If you purchase a backup battery from CTV, the expected stand-by duration of power is eight (8) hours, but the talk time is significantly less than that, so you should minimize talk time during any extended power outage. For best result, batteries should be stored at temperatures that do not exceed 77°F (25°C). Improper storage will reduce battery life. Please call us at 334-298-3690.

# CTV BEAM Channel Lineup

CH		HD	CH		HD	CH		HD	CH		HD
<b>Digital Advantage</b>			OWN			85			<b>Preferred Sports</b>		
A&E	29	230	OXYGEN	84	280	ESPN NEWS	193	288	CINEMAX	340	
ABC/WTVM	10	203	PARAMOUNT NETWORK	52	273	FOX COLLEGE SPORTS ATLANTIC	194		MORE MAX	341	
ALABAMA PUBLIC	2	209	POP	72		FOX COLLEGE SPORTS CENTRAL	195		ACTION MAX	342	
AMC	28	237	QVC	12	206	FOX COLLEGE SPORTS PACIFIC	196		THRILLER MAX	343	
ANIMAL PLANET	48	240	SEC ALTERNATIVE	98	283	NFL REDZONE	199	282	STARZ	320 293	
BBC AMERICA	66		SEC NETWORK	33	214	<b>Premium Music</b>			STARZ EDGE	321	
BEAM 7	7		SUNDANCE	77		DMX - BEAUTIFUL INSTRUMENTS	700		STARZ IN BLACK	322	
BET	20		SYFY	43	269	DMX - LITE CLASSICAL	701		STARZ CINEMA	323	
BET	74		TBN	69		DMX - JAZZ VOCAL BLENDS	702		STARZ KIDS & FAMILY	324	
BRAVO	81	247	TBS	23	234	DMX - HOTTEST HITS	703		STARZ COMEDY	325	
CARTOON NETWORK	59	268	TLC	55	242	DMX - MODERN COUNTRY	704		STARZ ENCORE	310	
CBS SPORTS	83		TNT	26	235	DMX - ALTERNATIVE ROCK	705		STARZ ENCORE WESTERNS	311	
CBS/WRBL	4	201	TRAVEL	57	246	DMX - ADULT CONTEMPORARY	706		STARZ ENCORE CLASSIC	312	
CMT	61	272	TRUTV	54	251	DMX - THE SPIRIT	707		STARZ ENCORE SUSPENSE	313	
CNBC	41	228	TURNER CLASSIC	25	236	DMX - 60's REVOLUTION	708		STARZ ENCORE BLACK	314	
CNN	38	227	TV LAND	51		DMX - CLASSIC ROCK	709		STARZ ENCORE ACTION	315	
COMEDY CENTRAL	56	270	USA	30	238	DMX - URBAN BEAT	710		STARZ ENCORE FAMILY	316	
COZI TV/WLGA	15		VHI	73		DMX - COFFEEHOUSE ROCK	711		TCM - THE MOVIE CHANNEL	345	
C-SPAN 1	9		WE	86	254	DMX - DANCE	712		MOVIE CHANNEL EXTRA	346	
CW/WLTZ2	13	205	WEATHER CHANNEL	21		DMX - SUBTERRANEAN	713		SHOWTIME	350	
DISCOVERY	44	239	WGN	16	275	DMX - 8 TRACKS	714		SHOWTIME 2	351	
DISNEY	49	264	WYBU	68		DMX - SPIKE	715		SHOWTIME SHOWCASE	352	
DISNEY JR.	58		<b>Digital Elite</b>			DMX - 80's HITS	716		SHOWTIME EXTREME	353	
E!	46	252	AMERICAN HEROES	129		DMX - 70's HITS	717		SHOWTIME NEXT	354	
ESCAPE/WXTX	75		BLOOMBERG		274	DMX - CLASSIC R&B	718		SHOWTIME FAMILY	355	
ESPN	31	211	COOKING	100	250	DMX - TRADITIONAL COUNTRY	719		SHOWTIME WOMEN'S FLX E	356	
ESPN2	32	212	C-SPAN 2	120		DMX - SOFT HITS	720				
EWTN	70		C-SPAN 3	126		DMX - RETRO DISCO	721				
FOOD NETWORK	71	249	DESTINATION AMERICA	124	243	DMX - GROOVE LOUNGE	722				
FOX BUSINESS	37	224	DISCOVERY FAMILY	122	287	DMX - BIG BAND/SWING	723				
FOX NEWS	39	225	DISCOVERY LIFE	114		DMX - SMOOTH JAZZ	724				
FOX SPORTS 1	80	221	DISNEY XD	133	263	DMX - NEW AGE	725				
FOX SPORTS SOUTH/FSSOUTH	35	215	DIY	116		DMX - SYMPHONIC	726				
FOX SPORTS SOUTHEAST/FSSSE	36	218	ESPN CLASSIC	191		DMX - GREAT STANDARDS	727				
FOX/WXTX	11	204	ESPN U	192	213	DMX - MALT SHOP OLDIES	728				
FREEFORM	50	267	FOX SPORTS 2	189	284	DMX - REGGAE	729				
FX	24	271	FX MOVIE CHANNELS	110	233	DMX - THE PLAYGROUND	730				
FX	64	285	FYI	118	256	DMX - SILKY SOUL	731				
GAC	62		GSN	121	259	DMX - RAP	732				
GOLF	63	219	HALLMARK DRAMA	104	255	DMX - JAZZ	733				
GOSPEL BROADCASTING	999		HALLMARK MOVIES & MYSTERIES	105	257	DMX - BLUES	734				
GPB	5	210	ION	190		DMX - GOSPEL GLORY	735				
GRIT TV	99		JEWELRY	103		DMX - HOLIDAYS & HAPPENINGS	736				
HALLMARK	18	258	LIFETIME MOVIES	108	232	<b>Premium Movie</b>					
HEADLINE NEWS	22	226	NAT GEO WILD	128	261	HBO	330	290			
HGTV	45	248	NFL NETWORK	198	220	HBO2 PLUS	331				
HISTORY CHANNEL	42	244	NICK JR.	130		HBO3 SIGNATURE	332				
HSN	3		NICK TOONS	132		HBO FAMILY	333				
INDEPENDENT FILM	76	281	OLYMPIC CHANNEL	188	223	HBO COMEDY	335				
INSPIRATION	19		RFD TV	119		HBO ZONE	336				
INVESTIGATION DISCOVERY	82	245	SCIENCE	123	241						
LAFF	17		SPROUT/UKIDS	134	266						
LIFETIME	27	231	TEEN NICK	131							
MOVIES	14		THE BLAZE	115							
MSNBC	40	229	TROY UNIVERSITY	137							
MTV	65		TV ONE	127							
MYNETWORKTV	6		VELOCITY		260						
NATIONAL GEOGRAPHIC	53	262	VICELAND	117							
NBC SPORTS	34	216	WE (WOMEN'S ENTERTAINMENT)	107	254						
NBC/WLTZ	8	202	WRBL ME TV	101							
NICKELODEON	47	265	WTVM BOUNCE	102							
OUTDOOR CHANNEL	60	222									

\*Channel lineup and position of channels subject to change. Channel Availability is based on your cable package subscription. Channel lineup effective 11/1/2018.