

1. Terms and Conditions. These Video Service Terms and Conditions govern video programming service (“**Service**”) and ancillary equipment (“**Equipment**”) you order and receive from Cascade Communications Company (together with any subsidiaries or affiliates providing any Service or Equipment, “**we**,” “**us**,” or the “**Company**”). These Video Service Terms and Conditions are incorporated into your Service Agreement. By ordering and accepting Service, you agree to adhere to these Service-Specific Terms and Conditions, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with these Service-Specific Terms and Conditions, your Service may be suspended or disconnected. If there is a conflict between these Service-Specific Terms and Conditions and our General Terms and Conditions of Service, these Service-Specific Terms and Conditions will control for that conflict.

2. Change to Terms. We reserve the right to change these Service-Specific Terms and Conditions upon thirty (30) days written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. You may, upon receipt of notice of such change, cancel your Service Agreement; provided that no early termination fee will apply if the communicated change would materially adversely modify the terms (including price) of Service or your rights under your Service Agreement. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.

3. Additional Terms. Our Services are diverse, so sometimes additional terms and conditions will apply. For example, Service will or may be subject to (a) your Service Application/Agreement; (b) the Company’s General Terms and Conditions of Service; (c) the Company’s Acceptable Use Policy; and (d) your selected Service Package(s) (items (a)-(d) collectively, the “**Additional Terms**”), each of which you should read carefully before ordering or activating any Service. By accepting Service, you agree to adhere to all Additional Terms applicable to your Service, including any changes to such terms and conditions as we may communicate to you from time to time. If you fail to comply with applicable Additional Terms, your Service may be suspended or disconnected.

4. Service Package. For purposes of your Service Agreement, your “**Service Package**” includes the rates, pricing and features associated with your selected Service. All programming selections have their own rates, terms, and conditions and are subject to change at any time. Current programming and the rates for available Service Packages are listed online at our website or are available upon request by contacting us. From time to time, the Company may change or delete specific programming, and may change its charges for any Service Package, including pricing for packages bundled with other services we offer. The Company will give you reasonable prior notice of increases or other changes in its charges in conformity with applicable legal and regulatory requirements. You understand and agree that, without liability to us, the content, programs, and/or formats of any programming service may be discontinued, modified, or changed by the owners of such services at any time without prior notice to you. The Company cannot control the lawful “blacking out” of certain special events or programs, and the Company has no responsibility for such matters.

5. Service Term. Depending on the Service Package you select, you may receive Service for an agreed minimum term (your “**Contract Term**”) as specified in your Service Package. In the absence of any Contract Term or after any Contract Term has expired, you will receive Service on a month-to-month basis until Service is canceled by you or disconnected by us in accordance your Service Agreement. If you select a Contract Term, you understand that you have received a special rate and/or we have incurred costs in exchange for your commitment to the full Contract Term. **If your Service is downgraded, canceled or disconnected prior to the end of your Contract Term, you may be charged an early termination fee (“ETF”) as specified in your Service Application/Agreement.** ETFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service.

6. Billing. Nonrecurring and recurring charges for Service are as set forth in your selected Service Package and/or the rate schedules maintained by the Company, current versions of which are available upon request. All Service charges, along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges and other applicable charges and fees will be itemized on your invoice. You must pay all charges for your Service, including all applicable taxes, fees and surcharges, by the due date on the invoice. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. If you have signed up for electronic billing, we will not mail you a paper invoice. Invoice information will remain available in your account information or by calling us at our customer service number. Failure to pay invoices when due may result in late payment fees of up to 1.5% per month (18% per year) on the unpaid balance and/or other penalties, including suspension or disconnection of Service. An additional installation charge and/or a minimum service term may be required to restore Service. For more details, refer to your monthly bill or contact a customer service representative. If we don’t receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys’ fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment and late payment charges will not constitute waiver of any of our rights to collect the full amount due.

7. Use of Service. We provide Service only for your private non-commercial use, enjoyment, and home viewing. With the exception of designated commercial packages, video programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks. The Company or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission (FCC), and other applicable laws and/or regulations.

8. Equipment. The installation, use and return of all Equipment provided by the Company is governed by the General Terms and Conditions of Service and any separate equipment purchase/rental order or agreement. The law prohibits: (a) theft or unauthorized reception of Service; (b) assisting theft or unauthorized reception of Service (including the manufacturing or sale of equipment intended for such unauthorized use); and (c) willful damage, alteration or destruction of Equipment installed in or located on your premises or otherwise provided to you by the Company. You may be subject to both civil and criminal penalties for such conduct. If Equipment is damaged, lost or stolen while in your possession, or if you fail to return Equipment within twenty (20) days from cancellation or disconnection of Service, you may be liable to the Company for an equipment recovery fee (“**ERF**”) in an amount up to the full cost of replacement of such Equipment. ERFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service.

9. CCTV Protection Plan. We may offer a CCTV Protection Plan to you for a monthly fee that may be adjusted from time to time. The CCTV Protection Plan will cover the replacement costs for damaged CCTV equipment that you are leasing from Cascade Communications including set top boxes, remote controls and in-home transport devices (i.e. HPNA). This Plan also covers in-home wiring installed to provide video services to your set top boxes when that wiring has been installed in accordance with industry standards. This Plan does not cover theft or malicious or intentional damage. We reserve the right to terminate this Plan at our sole discretion for recurring, intentional or malicious damages.

10. Termination of Service. You may cancel Service at any time by notifying the Company and directly surrendering any Equipment provided by the Company in accordance with our General Terms and Conditions of Service. **If Service is disconnected or canceled prior to the end of any applicable Contract Term, you may be charged an ETF as specified in your Service Application/Agreement.** In addition to any ETF or ERF, account holders are liable for all Service rendered by the Company prior to your notice of intent to terminate Service until the time that all Equipment is returned. Information regarding an intended moving or disconnection date must be communicated to the Company business office during normal business hours.

11. Suspension or Disconnection of Service. The Company reserves the right to suspend or discontinue Service generally, or to disconnect your Service, at any time in its sole and absolute discretion. If the Company discontinues Service generally, or disconnects your Service without cause, you will only be responsible for charges (if any) accrued and unpaid through the date of disconnection, including a pro-rated portion of the final month’s charges. If your Service is disconnected on account of your breach of any provision of the Agreement, you will be responsible for the full month’s charges to the end of the current term, including, without limitation, unbilled charges plus the applicable ETF or ERF (if any), all of which will immediately become due and payable.

12. Customer Privacy. We collect personally identifiable information as needed to provide Service and/or other ancillary services to subscribers or to detect unauthorized reception of Service. The use and disclosure of this personal data is governed by federal law, our Privacy Policy and, to the extent not inconsistent with our Privacy Policy, by your Service Agreement. A copy of our Privacy Policy was provided to you at the time of installation of Service and will be provided to all subscribers annually. A copy of the Privacy Policy is available on our website. We will also send you a copy of our Privacy Policy if you send your written request to the address of our business office as shown on your invoice.