

Alabama Broadband Terms of Service, Policies and Procedures

Service Agreement

The person who has requested cable television service from Alabama Broadband (COMPANY) is herein after referred to as "SUBSCRIBER". Upon acceptance of this service by SUBSCRIBER and in consideration of it being furnished by COMPANY, SUBSCRIBER agrees to comply with the following conditions of service.

1. SUBSCRIBER agrees to pay the monthly charge for all services to the company in advance on or before the designated due date. Billing for services is provided to the SUBSCRIBER as a courtesy, and if SUBSCRIBER does not receive a bill, he is, nonetheless, obligated to pay the COMPANY on or before the designated due date.
2. SUBSCRIBER agrees to pay installation charges at the time that service is commenced and to pay a maximum processing fee or processing charge of \$4.75 should the SUBSCRIBER's account be past due by more than 15 days.
3. COMPANY shall not be responsible for the operation, maintenance, service or repair of SUBSCRIBER's television set(s) or for any damage to the SUBSCRIBER's television set or sets regardless of cause.
4. All equipment and material installed by COMPANY shall remain the property of the COMPANY. SUBSCRIBER agrees not to disturb, alter, move, or remove COMPANY'S property nor attach or permit the attachment of any additional television sets to company's property. Any relocation or transfer of COMPANY'S property from the original place of installation shall be at the expense of SUBSCRIBER and shall be done only by COMPANY.
5. COMPANY shall have the right to terminate this agreement and disconnect and remove the facilities providing television signals to SUBSCRIBER if SUBSCRIBER fails to abide by any of these Conditions of Service or if SUBSCRIBER fails to make any payment hereunder when due.
6. SUBSCRIBER understands that in providing various services, the COMPANY is using poles owned by another entity, and is using public rights of way. SUBSCRIBER further understands that the continued use of these poles and/or right-of-way is in no way guaranteed. In the event the continued use of such poles and/or right of way is denied to COMPANY for any reason, COMPANY will make every reasonable effort to provide service over alternative routes. SUBSCRIBER agrees he will make no claim or undertake any action against the grantors or others who have ownership or interest in these poles and/or rights-of-way if the service to be provided by COMPANY hereunder is interrupted or discontinued because the continued use of poles and/or right-of- way is denied to COMPANY for any reason.
7. SUBSCRIBER shall have the right to terminate this agreement at any time upon giving notice to COMPANY, and in the event of such termination, COMPANY shall not be obligated to refund any part of the installation charges.
8. SUBSCRIBER agrees that COMPANY shall have the right of access, at reasonable times, to SUBSCRIBER'S premises for the purpose of installing, inspecting, maintaining, repairing, disconnecting, and removing its installation and facilities thereon.
9. SUBSCRIBER warrants that he either owns residence at which the cable installation is being performed or, if a tenant, he has obtained permission from his landlord for COMPANY to make whatever alteration to residence as necessary for cable installation.
10. SUBSCRIBER agrees to pay COMPANY'S costs, including reasonable attorney's fees and collection costs incurred in enforcement of the COMPANY'S rights hereunder.
11. (when applicable) SUBSCRIBER hereby leases from COMPANY and COMPANY lets to SUBSCRIBER, for installation by COMPANY in SUBCRIBER'S home. Including modems, MTA's, a converter(s) with or without wireless remote on a month-to-month basis at a rental fee as indicated on the Rate Schedule provided to SUBSCRIBER.
12. SUBSCRIBER acknowledges that COMPANY's equipment is valuable agrees to keep it in good and protected condition and not permit it to be removed, abused, altered, defaced or encumbered and to return it to COMPANY in good condition immediately upon termination of this agreement of service to SUBSCRIBER for any reason. In the event that SUBSCRIBER fails to return equipment, or the same is lost, destroyed, damaged, or stolen, SUBSCRIBER agrees to pay the replacement cost for each piece of equipment. SUBSCRIBER must make arrangements for an authorized representative of the COMPANY to recover the converter/remote from his or her dwelling during reasonable hours or return the converter/remote to the nearest COMPANY office.

Service and Installation Policies

Service calls and installation work is generally performed on an appointment basis. Appointments are usually scheduled in four-hour blocks during normal business hours. If you have special needs beyond this appointment option, please call us and we will do our best to accommodate you. Standard installations will normally be performed within five business days after an order has been placed. The charges for the first month of service and any installation or equipment fees are payable at the time the service is installed. If it is determined that a nonstandard installation is required, the estimated cost and completion date will be provided to the customer in advance. If our installer or technician is running late, we will attempt to contact you and reschedule the appointment at a time convenient for you. Repair and maintenance to the cable lines outside your home and repairs to any cable company owned equipment are provided to you free of charge. The company does not assert any ownership over wiring inside the home or residential unit. It is the responsibility of the customer to insure that all wiring inside their residence complies with FCC

specifications. The company reserves the right to assess a service charge for ongoing maintenance and for any repair or maintenance performed by the company in the event these facilities are not in compliance with FCC guidelines. Service can be terminated if the company is denied access in order to correct the technical problems that violate these guidelines.

Outage/Service Interruptions

We will normally respond to service interruptions (outages) as soon as possible, and no later than 24 hours from the time we are notified of an interruption. We will normally respond to other non-outage service problems by the next business day. For outages beyond our control (such as natural disasters or severe weather related problems) we will respond as promptly as possible. We do everything to ensure trouble-free reception, but from time to time equipment failures can occur. Alabama Broadband customer service representatives are available during normal business hours, and our after hours emergency reporting service is available 24 hours a day. You are entitled to a pro-rata credit if cable is interrupted for more than twenty-four continuous hours. Please call us in a timely manner when you notice the problem. The credit will be calculated based upon the proportionate share of the service not received in the applicable billing period, provided the interruption is due to a failure of the facilities of the cable television operator. When a service interruption in excess of 24 hours occurs, contact our office promptly with pertinent facts regarding the outage to receive your credit. We will not issue credit for service interruptions if we are not notified promptly or for situations beyond our control.

Billing and Payment

Alabama Broadband (the "Company") mails monthly bills. Cable services are billed in advance for the current month subscription and are due on or before the designated due date. The return portion of the bill should be mailed along with a check or money order for the amount specified on the bill. **Do not mail cash.** Please allow 7 days for processing. Bills should be mailed to the address specified on your bill. If payment is not received by the 15th of the month, a maximum processing fee or processing charge of \$4.75 will be added to the customer's account. A maximum charge of \$30.00 will be assessed for any returned check.

Transfer of Account Responsibility

Transfer of account responsibility from one customer to another is prohibited. All accounts must be closed and reopened under the name of the new customer.

Non Payment Disconnect Policy

Any customer with a balance that is more than forty five (45) days past due will be subject to disconnect for nonpayment. If disconnected for nonpayment, the customer will be required to pay a reconnection charge plus their outstanding balance plus the next month's subscription in full prior to reconnection. In the event that a customer pays the amount due at the time of disconnection, a maximum trip fee of \$34.95 will be applied. Telephone customers disconnected for non payment will permanently lose their existing phone number and a new number will be required upon reconnection of service.

Disconnection (Customer Requested)

Upon decision to terminate service, all customers are urged to notify Alabama Broadband of their intention to disconnect at least 30 days in advance. Account holders are liable for all services rendered prior to the customer informing Alabama Broadband of his/her intention to terminate service. Information regarding the intended moving or disconnection date must be communicated to the business office during normal business hours. Refund checks will be issued from the corporate office within 4-6 weeks.

Collection Agency

Customers with disconnected accounts and a balance due will receive a final billing. Customer balances more than 75 days past due will be sent to a collection agency. Failure to pay will appear on your credit report.

Billing Disputes

Alabama Broadband will allow 30 days from the date of receipt of the bill for a customer to register a billing dispute. A customer must remit the undisputed portion of his/her bill and be responsible for undisputed portions of current and future bills pending the resolution of the dispute. Cable television service will not be disconnected solely for nonpayment of the portion of the bill in dispute during the investigation of the complaint. However, service may be discontinued for the unpaid portion not in dispute. If a dispute is not resolved to the customer's satisfaction, the customer has the right to follow the Complaint Procedures.

Complaint Procedures

Alabama Broadband places a high priority on ensuring that our customers are satisfied with the service we provide. Toward this goal, and in order to comply with FCC law, Alabama Broadband has the following procedures to ensure that any complaints that arise are promptly and efficiently resolved. Alabama Broadband repair service may be reached 24 hours a day 7 days a week by contacting the local office (see "How to Reach Us" section of the notice.) Most complaints will be resolved within 24-hour period, unless extraordinary circumstances exist. All efforts will be made by our service technicians and other employees to resolve any complaints concerning the technical quality of your service. If you are not satisfied with the manner in which your concern has been addressed, you may contact the Chief Technician by dialing local customer center (see "How to Reach Us" section of this notice.) If you are not satisfied with the manner in which your concern has been addressed after speaking with our Chief Technician, please submit your complaint in writing to the system General Manager at the address below.

Rates and Charges

For an up-to-date listing of Alabama Broadbands' service offerings and charges, please visit our website at www.alabamabroadband.net or call your local customer service center to request a copy of your area's channel lineup card.

Internet Usage Policy for Alabama Broadband (ABB)

1. **SUBSCRIPTION** You acknowledge that you are at least 18 years of age. You warrant that the Customer information that you have provided and will provide to ABB during the term of this Agreement, including without limitation your legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation credit card numbers and expiration dates) is accurate, complete and current. You agree to promptly notify us, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement. Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer. You agree to contact the local ABB office identified on your monthly invoice immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information. ABB will provide you with dynamic Internet protocol ("IP") address(s) as a component of the Service and these IP address(s) can and do change over time. You will not alter, modify, or tamper with these dynamic IP address(s) or those of any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(s) for any commercial purpose. You also agree not to use any software on or in conjunction with any computer(s) or network device connected to the Service that provides for static IP address(s). You will not connect the Service or any ABB Equipment to more computers, either on or outside of the Premises, than are reflected in your account with us. You acknowledge that any unauthorized receipt of the Service constitutes theft of service, which is a violation of federal law and can result in both civil and criminal penalties. In addition, if the violations are willful and for commercial advantage or private financial gain, the penalties may be increased.

2. **NO OUT OF HOME WIRELESS ACCESS**

Customer is prohibited from using the Service to provide a wireless out of home local area network or out of home wireless access to the Service. Customer will not resell the Service, charge others to use the Service or allow others not affiliated with Customer to use the Service. Customer will not use the Service to operate as an Internet Service Provider, a server site for co-location or commercial web hosting, e-mail hosting or other similar hosting operations or to facilitate a wireless local area network. ABB acknowledges that Customer may use a single modem to provide multiple-user access to other computers through a wired or wireless local/home area network.

3. **COMPUTER AND EQUIPMENT REQUIREMENTS**

Customer understands and agrees that the Service requires that certain equipment be provided by the Customer, including, but not limited to, a personal computer and appropriate Operating System (collectively the "Customer Equipment"). It further requires certain equipment that may or may not be Provided by ABB such as a cable modem, an Ethernet card and wiring installed by ABB or its designee (if provided by ABB or its designee, "ABB Equipment"). At the time of initial installation of the service, your computer equipment and customer equipment must comply with ABB current minimum computer requirements. The minimum computer requirements may change and ABB will make reasonable efforts to support previously acceptable configurations; however, ABB is not obligated to continue to provide such support. You may rent a cable modem from ABB or may purchase a DOCSIS-compliant, ABB approved cable modem from a third party provider. If you purchase a cable modem, such modem will be deemed Customer Equipment rather than ABB Equipment. ABB reserves the right to provide service only to users with ABB approved DOCSIS-compliant modems. You are strongly urged to check with local ABB customer support office.

4. **MANAGEMENT OF NETWORK**

ABB reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, traffic prioritization, protocol filtering and bandwidth restrictions for peer-to-peer file sharing. You expressly accept that such action on the part of ABB may affect the performance of the service. Customer acknowledges that use of the Service does not give you any ownership or other rights in any Internet/online addresses provided to you, including but not limited to Internet Protocol (IP) Addresses, email addresses and web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes. ABB reserves the right to enforce limits on specific features of the service including, without limitation, e-mail storage and web hosting maximums.

5. **GOVERNING LAW AND JURISDICTION**

Customer agrees that any dispute with ABB will be governed by the law of the state of residence of where the service is provided (i.e. the location of the ABB cable system providing the service), and will apply to all matters relating to this Agreement. In addition, customer agrees and consents that the courts of such state will have exclusive jurisdiction over any such legal action. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and performance shall be governed by the internal laws of such state applicable to contracts made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

How To Reach Us

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Revised 4/30/10

