

## GENERAL TERMS AND CONDITIONS

1. No understanding, representation or warranty concerning installation, services, charges or equipment shall be binding on the Company unless expressly included herein. Company throughout these Terms and Conditions shall mean FULL CHANNEL, INC.
2. Services may be terminated by the Customer or the Company at any time. Customer hereby grants to the Company all rights necessary to install and from time to time service the equipment necessary to furnish communications services to the Customer.
3. Customer understands that the Company uses telephone and power company facilities and public right of way in providing service and that this continued use cannot be guaranteed. Customer agrees not to make any claim against the Company or its officers and/or employees in the event that such use is denied for any reason and the Company is unable, in its discretion, to provide service by alternate routes.
4. Customer hereby authorizes the Company and its installer to use any existing antenna leads or pull wires in any manner necessary to install a coaxial cable in the outlets location or locations requested by the Customer. Customer further agrees to relieve the Company and its employees from any and all liability to reinstall or replace any existing antenna leads or pull wires used in connection with the installation of Customer cable service.
5. Customer agrees that if payment on a customer's account is not current, service may be disconnected by the Company in accordance with R.I. Division of Public Utilities & Carriers CATV Rules 13.5(a) and (b) and reconnection will be subject to additional charges.
6. Customer hereby grants to the Company the right to enter upon and over the premises at reasonable times at the above address at any time during this Agreement to install, connect, disconnect, inspect or alter the service facilities. Passive materials installed on the premises at the above address from the connection point on the drop cable are the property of the Customer. If the Customer is not the owner of such premises, Customer agrees to indemnify and hold the Company harmless from any and all claims of the owner arising out of the performance of the Agreement.
7. Customer indemnifies and holds the Company harmless from and against any and all demands, claims, suits, and costs of any kind whatsoever for damage to person or property, in any way arising from the installation or use of the Company equipment or services.
8. Company assumes no responsibility for the operations or maintenance of the television, computer or other devices, or for signal failure or damage to the Customer's property due to power failure, natural causes, or other conditions beyond its control. Warranties for merchantability or fitness for a particular purpose are specifically excluded. Company assumes no responsibility for consequential damages or the condition or repair of any customer equipment to which the home terminal unit is connected.
9. Customer understands that rates are subject to change with a minimum of 30 days notice and by following R.I. Division of Public Utilities & Carriers CATV Rules 11.2(a),(b), c, (d),(e), and (f). Further, the Customer understands that the carriage of television signals is regulated by the Federal Communications Commission.
10. Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to charges to monthly service, installation, or home terminal unit(s) during the term Agreement.
11. If the Customer requests relocation of the service wire from the original place of connection, the Customer shall pay for such location.
12. Customer agrees not to open, service, remove from the premises, or make any alterations in home terminal unit(s) or other Company equipment, or permit anyone other than the authorized Company personnel to do so.
13. Customer agrees to pay for any repairs or replacements of the home terminal unit caused by any act or omission of the Customer.
14. CUSTOMER UNDERSTANDS THAT ANY HOME TERMINAL UNITS PROVIDED ARE AND SHALL REMAIN THE PROPERTY OF THE COMPANY, AND MUST BE RETURNED TO THE COMPANY AT THE TIME THE CUSTOMER DISCONTINUES SERVICE UNLESS OTHERWISE STATED. FAILURE TO RETURN HOME TERMINAL UNIT(S) WILL RESULT IN A CHARGE BEING ASSESSED TO THE CUSTOMER'S ACCOUNT COVERING THE COST OF THE UNRETURNED HOME TERMINAL UNIT.
15. Company shall be responsible for maintenance of its signal distribution plant and customer drop cable up to the point of entry to the Customer's premises (cable demarcation point). The Customer accepts ownership of all cable wiring inside the point of demarcation. Company may provide repair service to inside cable wiring for a fee at the Customer's option. Company retains the right to access any signal distribution point for the purpose of containing signal leaks and addressing other signal distribution issues.
16. A deposit may be required for equipment installed at the Customer's premises.
17. This Agreement is not assignable by the Customer. Any attempt by the Customer to sublet, assign or transfer any of the rights, duties, or obligations of the Customer under this Agreement without written approval by the Company is prohibited.
18. Overdue accounts may be charged a late payment fee of one and one half (1 1/2%) percent per month of the outstanding overdue balance and applicable collection, deactivation and reconnection fees.
19. CUSTOMER AGREES TO THE TERMS SET FORTH IN THIS DOCUMENT AS WELL AS THE TERMS AND CONDITIONS PROVIDED AT THE TIME OF INSTALLATION AND ANY UPDATES TO SUCH TERMS AVAILABLE AT [WWW.FULLCHANNEL.COM](http://WWW.FULLCHANNEL.COM). REFER TO THE CUSTOMER WELCOME PACKET FOR HIGH-SPEED INTERNET AND DIGITAL PHONE TERMS AND CONDITIONS.

### IMPORTANT NOTES FOR FULL CHANNEL DIGITAL PHONE SUBSCRIBERS ONLY

- **Effective at the time of installation, Full Channel becomes your provider of local, IntraLATA (local toll), InterLATA (long distance) and international calling. It is your responsibility to contact your prior long distance carrier to discontinue long distance services and stop billing.**
- **In order to ensure residential service is not being used for commercial purposes, the Company reserves the right to review customer accounts which regularly exceed 2500 long distance minutes. Customers with monthly long distance usage in excess of 2500 long distance minutes per line occurring more than once per year may be required to purchase a business calling plan.**
- **Liability: you acknowledge and understand that the Company will not be liable for any service outage, inability to dial 911 using the services, and/or inability to access emergency service personnel due to the E911 feature or limitations set forth in the current Digital Phone Terms and Conditions agreement. You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, affiliates, and agents, and any other provider who furnishes services to you in connection with the services, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including but not limited to reasonable attorney fees) by, or on behalf of, you or any third party or user of the services relating to the failure or outage of the services, including but not limited to those related to E911.**