



RESIDENTIAL CUSTOMER AGREEMENT / TERMS AND CONDITIONS UPDATED SEPTEMBER 2019

This residential service agreement (“Agreement” or “Residential Customer Agreement”), the accompanying terms and conditions, and any Work Order, set forth the terms and conditions under which THAMES VALLEY COMMUNICATIONS, INC. (hereinafter "TVC") agrees to provide the Services described herein. The parties agree as follows:

1. **GENERAL.** TVC agrees to provide the undersigned residential service customer (“Customer” or “you”) with the following services which the Customer has selected (i) broadcast and cable television (“Video Service”), (ii) high speed Internet (“Internet Service”), and / or (iii) voice over Internet protocol service (“Voice Service”) (each a “Service” and collectively those which are selected by the Customer “Services”) by the Customer and associated equipment used in connection with the Services (“Equipment”) at your premises where the Services will be installed and used (“Premises”). Services are provided by TVC’s network and equipment located in the TVC service area (together the “TVC System”). Your signature on the Work Order, or use of the Services, constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement. If you do not agree to comply with all of the terms of this Agreement, your sole and exclusive remedy is to discontinue your use of the Services ordered by You at the Premises.

2. **CUSTOMER CHARGES.** Customer agrees to pay the rates and charges for said Services, any surcharges or fees, and Equipment in a timely manner in accordance with the provisions in this Paragraph 2 and Paragraph 12:

- a) **Installation fees and deposits.** Installation fees for Services and deposits on Equipment are payable in advance, at the time of, or prior to, activation or installation of the Services in your home. TVC may verify your credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria.
- b) **Monthly Service.** Customer acknowledges that Customer will be billed monthly in advance for the Services and Equipment received from TVC at TVC's then current rates. You agree to pay for all Services provided to You by TVC including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Promotional pricing is exclusive of these surcharges, taxes and governmental or regulatory fees. Customer will be billed monthly in advance for the surcharges. A list of applicable fees is available at <https://www.tvconnect.com/customers/policies-> rate card.
- c) **Partial Months.** With the exception of Voice Services, charges for a partial month shall be pro-rated. Charges for Pay Per View and other services where charges are based upon actual usage or on orders placed the previous month will be billed in arrears. Charge for Voice Services are billed in one-month increments. Termination mid-month will not result in a pro-rated charge.
- d) **Disputed Charges.** Customer agrees to notify TVC of any disputed charges within forty-five (45) days of receipt of an invoice from TVC. Failure to pay all undisputed charges may result in discontinuance of service, the removal of Equipment and the imposition of late fees and service charges.
- e) **Payment by Credit Card, Debit Card or Check.** If You provide a credit card or debit card number to TVC to pay for the Services, You thereby authorize TVC to charge that credit card or debit card for all amounts payable by you for ongoing charges until You notify TVC in writing that you are withdrawing this authorization or until You have paid all charges under this Agreement. If TVC does not receive payment from your credit card issuer or its agents, You agree to pay all amounts due upon demand. If You make payment by check, you thereby authorize TVC to collect your check electronically.
- f) **Late/Other Charges.** You understand that TVC may impose an administrative late fee for each month’s charges not paid when due. If Service is disconnected, TVC may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored.

If your check is returned for insufficient funds, TVC may impose a service charge up to \$30.00. If You have not paid amounts due within forty-five (45) days of the due date, and TVC uses the services of a collection agency and/or attorney to collect amounts due, You agreed to pay to TVC, in addition to other amounts due, all reasonable agency and attorneys' fees, including without limitation, court costs.

- g) Rate Changes. Customer acknowledges receipt of a copy of TVC's current schedule of rates and fees, which schedule is incorporated herein and made a part of this agreement by reference. Customer acknowledges that all fees and rates charged by TVC are subject to change from time to time in accordance with applicable law.
- h) Billing Commencement Date. The fees and charges for the Services begin to accrue on the day of installation.
- i) Reconnection. If Customer's service is disconnected for reason of non-payment, TVC shall reconnect service only upon payment by Customer of all delinquent fees and charges, and of all applicable reconnection charges, and collection expenses.

3. RIGHT TO INSTALL. TVC shall have the right to install, inspect, maintain, service, alter, repair, replace and remove its equipment and any and all components on the premises to be serviced. Customer represents that you are the owner of the premises identified below. Otherwise, Customer represents to TVC that you have notified the owner of the premises and you have secured the owner's permission to have the Services installed.

4. ACCESS TO CUSTOMER'S PREMISES. Customer agrees to allow representatives of TVC access to Customer's premises at all reasonable times to install, inspect, repair, alter, service repair and maintain its equipment and, upon termination of this agreement, to remove any and all Equipment from the premises, provided however that failure of TVC to remove its Equipment shall not be deemed an abandonment thereof.

5. OWNERSHIP OF EQUIPMENT. Unless otherwise indicated on the face of this agreement all Equipment delivered and installed hereunder or pursuant to any subsequent installation shall at all times remain the property of TVC and shall not become a fixture. TVC may, at its sole option, supply new or reconditioned equipment. TVC agrees to repair or replace, in its sole discretion, any Equipment that is defective in materials or workmanship without charge to Customer. Customer agrees that if you do not return the Equipment to TVC in good condition, reasonable wear and tear excepted, immediately upon termination of this agreement, Customer shall be liable to TVC for an amount equal to the value of any Equipment which is stolen, lost, damaged or destroyed for any reason during the term of this agreement (up to \$350.00 per converter and up to \$50.00 per remote unit unless a different amount is stipulated). Because the Equipment may allow Customer to continue to receive Services, Customer shall also be liable for continuing monthly charges until the Equipment is returned. TVC is not responsible for the maintenance or repair of any Equipment provided by Customer, including, without limitation, television sets, DVDs, VCRs, other video or audio equipment, remote controls, routers and modems.

6. SYSTEM REPAIR/MAINTENANCE.

- A. Except as provided in Paragraph 7B below, all repairs and/or modifications of the Equipment or system shall be made only by an authorized employee or agent of TVC. Customer shall be responsible for the cost of any repair or maintenance caused by Customer's negligence or misuse of the Equipment or TVC System. In order to provide a good quality signal, TVC will periodically perform preventative maintenance checks within the TVC System which may cause brief interruptions in service. TVC does not warrant the useful life of any of the batteries needed for the operation of any remote control unit or other Equipment Upon notice by the Customer, TVC agrees to provide appropriate credit for a known service interruption of twenty-four (24) hours or more provided said interruption is not caused by Customer. Except as provided herein, TVC shall not be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond TVC's reasonable control. In no event shall TVC be liable for any incidental or consequential damages as a result of such failure or interruption of transmissions or service.
- B. Customer may, at your discretion, move existing outlets or install additional broadband outlets on the Customer's premises. If Customer moves one or more outlets or installs additional outlets, you shall do so in manner which does not cause signal leakage. Customer acknowledges that the installation of additional outlets may require additional equipment from TVC. Customer agrees that if TVC is required to make a service call to repair any damage, including, without limitation, signal leakage, resulting from the relocation of or the installation of additional broadband outlets, Customer shall pay for such service call.

7. UNAUTHORIZED ATTACHMENTS OR MODIFICATION. Except as otherwise provided in Paragraph 7 above, Customer agrees not to disturb, tamper with, re-route, alter, remove or in any way interfere with any component of the TVC System after installation by TVC, without TVC's prior written consent. Customer further agrees that you shall not attach any device except a standard television, A/B switch, videocassette recorder, DVD, video game unit, router, modem or similar, compatible consumer device to TVC's system. Any unauthorized connection or modification may, in TVC's sole discretion, result in disconnection of service and TVC shall be entitled to recover damages including but not limited to the value of any services obtained from TVC without payment, the cost of repairs, plus reasonable collection costs and attorney's fees. Any unauthorized tampering or interference with the TVC System is a violation of state and federal laws and is subject to civil and criminal penalties.

8. COSTS AND ATTORNEY'S FEES. If Customer breaches this Agreement or fails to abide by TVC's rates, rules and regulations, TVC, at its sole option, may discontinue Services and remove the Equipment. Customer agrees to pay all reasonable costs, including, without limitation, reasonable attorney's fees in the event TVC shall deem it necessary, or appropriate, to enforce its rights under this agreement including, without limitation the collection of any past due amounts owed by Customer.

9. ASSIGNMENT. Customer may not assign or transfer this Agreement or any Equipment owned by TVC nor any of its rights, duties, or obligations under this Agreement to any other person or location without the prior written consent of TVC, which may be withheld.

10. CUSTOMER PROPERTY. TVC shall have no responsibility for the operation, maintenance or repair of any Customer provided equipment. Customer is responsible for the repair and maintenance of all Customer owned and provided equipment such as, without limitation, a television set, DVR, converter box, cable modems, audio receivers or other devices. TVC is not responsible or liable for any loss or impairment of reception of TVC's service due in whole or in part to a malfunction or defect in Customer provided equipment. TVC makes no warranties with respect to any Equipment or service provided by it or with respect to the compatibility of TVC's Equipment with that provided by the Customer.

11. REPRODUCTION OF PROGRAMMING. Customer agrees that the Video Service and all other Services provided by TVC will be utilized solely for Customer's personal, non-commercial use and will not be duplicated except in compliance with all applicable laws.

12. MONITORING. TVC has no obligation to monitor content or services accessible by means of the TVC System or the digital cable box. However, Customer acknowledges and agrees that TVC has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation to operate its programming and data information services properly, or to protect itself or its customers. Without limiting the foregoing, TVC shall have the right to determine, in its sole discretion, what constitutes an "inappropriate" or "commercial use" of the TVC System, Equipment, and Services.

13. TERMINATION FOR BANKRUPTCY. TVC may terminate its Services immediately in the event Customer makes an assignment for the benefit of creditors or a voluntary or involuntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt.

14. TERMINATION BY CUSTOMER. Customer shall have the right at any time to terminate the Services. Termination of the Services must be registered in person at the company's business office, by telephone, by mail or delivery service.

15. DISCLAIMER. TVC assumes no liability for any program, services or information distributed over the TVC System unless locally produced by TVC. TVC shall not be responsible for any products, merchandise or prizes promoted on, or purchased through the use of, the TVC System unless such products, merchandise or prizes are provided directly by TVC. Customer acknowledges that you may be able to access services provided by third parties through the TVC System and that you may incur charges for the use of those services. Customer acknowledges that any charges, including applicable taxes, for use of such services are not the responsibility of TVC, and agrees to indemnify and hold TVC harmless.

16. PARENTAL CONTROL. A Parental Control feature is available on the digital cable box for Video Services, if Customer wants to keep his or her children from watching certain programming. Please note that in the event Customer deactivates the Parental Control feature for even one channel or event, this will deactivate the Parental Control feature and unlock all previously locked channels. Therefore, TVC recommends periodic verification that the Parental Control feature is activated and operational. TVC is not responsible for Customer's failure to either properly activate, or maintain activation of, the Parental Control feature. For Internet Service, if a Customer wish to use Parental Controls, the Customer may use his or her own Parental Control software or features and TVC does not offer such an option directly to the Customer.

17. LIMITATION OF LIABILITY. Unless otherwise specifically provided in this agreement, TVC will not be liable to the Customer or to any third party for:

- A. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use by Customer of TVC's Equipment, TVC System or Services including, without limitation, any damage resulting from or arising out of the Customer's reliance on, or use of, TVC's cable box, modems or routers or the mistakes, omissions, interruptions, deletion of e-mails, errors, defects, delays in operation, transmission, or any failure of performance of TVC's Equipment or TVC System or Services, including, without limitation, the digital cable box, modem or routers
- B. any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use by Customer or a third party of TVC's Equipment, or Services infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party;
- C. any communication or information sent or received by the Customer utilizing the TVC System or Equipment, including, without limitation, any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions or use by Customer; and
- D. without limiting the foregoing, the limitations provided in this Paragraph 22 apply to the acts, omissions, negligence and gross negligence of TVC, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to a cause of action against TVC in contract, tort or any other legal doctrine.

18. PROHIBITED USES. The receipt of Services without TVC's authorization is a crime. You understand that the law prohibits:

- A. Theft or unauthorized reception of video programming;
- B. Willful damage, alteration or destruction of Equipment;
- C. Assisting theft or unauthorized reception of cable programming.

You may be subject to both civil and criminal penalties for such conduct, and may result in termination of this agreement by TVC and discontinuance of Services. This Paragraph 23 shall not in any way limit TVC's rights of termination pursuant to any other provision of this Agreement.

19. LICENSE REQUIREMENTS. Customer agrees to comply with all end user license requirements relative to any of the Services which Customer accesses pursuant to the terms of this Agreement.

20. PRIVACY. TVC Services utilize, in whole or in part, the public Internet and third party networks to transmit voice, data and other communications. TVC is not liable for any lack of privacy, which may be experienced with regard to the service. Please refer to our Privacy Policy applicable to you at <http://www.tvconnect.com> for additional information.

21. SECURITY.

- A. Customer is solely responsible for any misuse of TVC's Equipment or Services, even if the misuse was committed by a friend, family member, guest, employee or third party with access to Customer's premises or account.
- B. Neither Equipment nor the TVC System may 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. Furthermore, they also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.

22. CONTACT INFORMATION: TVC's contact information is provided on the Website. Please do not mail written correspondence with your invoice statement. Please submit all written correspondence to the TVC mailing address below:

Customer Care
295 Meridian Street
Groton, CT 06340
Customer Service Number: 860-446-4009
Email: info@tvconnect.com

23. PRIOR ACCOUNTS. Customer warrants that no outstanding balances are owed to TVC from previous accounts with TVC. If TVC finds a prior account with Customer that has outstanding balances owed to TVC, then TVC may apply any funds received to that prior account or transfer the outstanding balance from the prior account to the new Customer account.

24. CONSENTS FOR CUSTOMER CONTACT BY TVC. TVC may contact you in several means and this Section 35 outlines your consent to the various means of communication and contact:

- A. Consent to Phone Calls and Texts. You consent to TVC calling or texting you or authorizing others to call or text you on its behalf, including but not limited to, at any number you provide to TVC (or that TVC issues to you) for any purpose, including marketing TVC's Services. You acknowledge that being included in any state or federal "do not call" list(s) will not be sufficient to remove you from TVC's phone marketing list. If you ask to have your number placed on our "do not call" list, we will not call you at that number for marketing purposes. You acknowledge that you are responsible for charges for incoming text messages on your wireless phone(s).
- B. Consent to Contact by Email. You consent to TVC emailing you, at any email address, including that of a wireless or mobile device, that you provide to TVC (or that TVC issues to you in connection with Internet Service), for any purpose, including the marketing of TVC's current and future Services. If your wireless or mobile provider charges you for receipt of such messages, you acknowledge and agree that you are responsible for paying such charges. You may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing Customer Service.
- C. Consent to Electronic Notice. You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by TVC by such written means as TVC shall determine in its discretion. Without limiting the foregoing, and subject to applicable law, you agree that TVC may provide any notices, including notice of changes to any of the following: 1) this Agreement; 2) the Customer Privacy Notice; or 3) TVC's rates and services, by electronic means (including email to a verified email account). An online version of this Agreement and the Customer Privacy Notice, as so changed from time to time, will be accessible at <https://www.tvconnect.com/customers/policies/> or another online location designated by TVC, or can be obtained by calling TVC's customer service.
- D. Email Address for Notice. Upon TVC's request, you will provide TVC with a current email address that you regularly check so that TVC may provide notices and communications to you at that address.
- E. Survival of Contact Rights. TVC's right to contact you as described in this Section survives the termination of this Agreement.

25. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the Customer and TVC for the provision of the Services and Equipment. No undertaking, representation or warranty made by any agent or representative of TVC in connection with the sale, installation, maintenance or removal of Services or Equipment shall be binding on TVC except as expressly included herein. There are two additional agreements which are incorporated by Reference to into this Agreement for Customer subscribing to the identified Services

- A. Internet Service: Acceptable use of Internet Service entitled "High-Speed Internet Acceptable Use Policy"
- B. Voice Services: Residential Voice Service Agreement.

Both the High-Speed Internet Acceptable Use Policy and Residential Voice Customer Service Agreement are available at <https://www.tvconnect.com/customers/policies/>.

26. ACCEPTANCE OF THIS AGREEMENT. Your use of the Services constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement.

27. AMENDMENT. TVC reserves the right in its sole discretion, to change, modify, add or remove portions of this agreement at any time and may notify Customer of any such changes, modification or amendments to this agreement by (i) by posting to our website www.tvconnect.com ; (ii) by sending you an email to the address for your account in our records; (iii) by

mail or delivery service to your address of record; or (iv) by including it on or with your bill for Services. Customer's continued use of TVC's Services and Equipment following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such modification, change or amendment. If Customer does not agree to any modification, change or amendment of this agreement, Customer must immediately cease using Equipment and Services and notify TVC that the Customer is terminating this Agreement in accordance with Paragraph 17 of this agreement.

28. RESOLUTION OF DISPUTES:

- A. Mandatory Arbitration. Any dispute or claim between Customer and TVC arising out of or relating to this Agreement, the Voice Service Agreement, High-Speed Internet Acceptable Use Policy, Equipment and Services provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Groton Connecticut, and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT, OR THE SERVICES PROVIDED FOR HEREIN.
- B. Small Claims Exclusion from Arbitration. YOU AND TVC AGREE THAT ANY CLAIM FILED BY YOU OR BY TVC THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT WILL NOT BE SUBJECT TO ARBITRATION.
- C. Exclusion from Arbitration. The following will not be subject to arbitration: (1) any claim filed by TVC to collect outstanding balances for unpaid service or the theft of any service or equipment; or (2) any dispute over validity of either party's intellectual property rights or TVC's licenses to operate its business.
- D. Survival. This Arbitration Provision will survive the termination of your Services with TVC.

29. GOVERNING LAW / SEVERABILITY: This agreement shall be construed in accordance with the laws of the State of Connecticut and shall be binding upon the parties, their heirs, successors and assigns. Except as otherwise set forth herein, no modification of this agreement shall be binding upon TVC unless in writing signed by an authorized representative of TVC. The laws of the State of Connecticut shall govern the Agreement and the relationship between you and TVC. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 39, you and TVC agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Connecticut and waive any objection as to venue or inconvenient forum. The failure of TVC to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.