

## Mid Century Communications (MCC) DIGITAL TELEVISION TERMS AND CONDITIONS

1. By signing this digital television application and agreement, you (Subscriber) must be at least 18 years of age and have an active membership with Mid Century Telephone Cooperative and agree to the following terms and conditions of the service described below.
2. These services are provided by Mid Century Communications, PO Box 380, Fairview, IL 61432. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts to be performed entirely within the State.
3. **Taxes.** Subscriber shall pay when due and be responsible for all charges, taxes and fees which may now or hereinafter be imposed or levied by any governmental body or agency required to be paid or collected by MCC or relating to the Digital Television services or equipment hereunder.
4. Subscriber agrees to pay MCC a non-refundable installation fee prior to the installation of the Digital Television Equipment(s).
- 5a. **Ownership: Subscriber.** The 4port External DSL modem supplied by MCC at time of installation shall remain the responsibility of the subscriber. The 4-port External DSL modem provided by MCC is covered by a ninety (90) day manufacturer warranty. Beyond the 90 day manufacturer warranty, subscriber is responsible for replacement of the modem. Subscriber is responsible for the replacement of batteries in all remotes. The digital television equipment shall not be construed as realty or a fixture and no liens shall be permitted thereon.
- 5b. **Ownership: MCC.** All digital television equipment (DVR(s), set top box(s), remote(s), power supplies, etc.) shall remain the property of MCC. If the equipment is destroyed, misused, abused, lost or stolen the subscriber will be responsible for reimbursement of said equipment. Due to the new technology, the remotes are proprietary to the set top boxes. Generic remotes will not work with this system. In the event the remote is defective, MCC will replace it free of charge up to 30 days after installation or purchase. If a remote is lost or damaged, subscriber may purchase a replacement from MCC.
6. MCC reserves the right to exchange or replace the digital television equipment without prior notice to the Subscriber.
7. Subscriber warrants that Subscriber is the owner of, or tenant in, the premise and is authorized to enter into and perform this Agreement. Subscriber grants to MCC, or its agents, the right to enter Subscriber's premises for purposes of connecting, disconnecting, inspecting, auditing, repairing and removing any equipment installed or service(s) provided by MCC.
8. Subscriber shall make no alterations or modifications to the Digital Television Equipment nor change its location. Alterations or modifications without prior approval shall be sufficient cause to terminate this agreement immediately by MCC without any notice.
9. **Disclaimer or Warranties.** MCC warrants that the Digital Television Equipment will perform in accordance with manufacturer's specification, but makes no other warranty, express or implied. MCC Digital Television utilizes the latest in emerging technologies. Under normal circumstances, additional video streams are available. The subscriber should be advised that physical limitations such as distance, cable quality, and other factors may affect the subscriber's ability to receive additional streams. MCC Digital Television guarantees one video stream per set top box. In addition, MCC makes no warranty of its service and availability. While a good faith effort will be made to restrict any and all downtime to scheduled maintenance periods, no guarantees are made as to any account, product, or service offered by MCC Digital Television. Subscriber is solely responsible for any losses, damages, or expenses related to service failure, whether caused by MCC, or a Subscriber, and agrees that MCC shall not be liable for any or all of the same.
10. **Use and Care.** Subscriber shall use the Digital Television Equipment in a careful and proper manner and shall comply with and conform to all laws, ordinances, regulations, and restrictive covenants relating to the location, possession, or use. It is the subscriber's responsibility to maintain and enforce both the pay-per-view and parental locks on the interactive program guide. Any movies or pay-per-view events billed to your account will be the responsibility of the subscriber. Subscriber acknowledges that the Digital Television Programming may at times contain some information that may be deemed offensive, obscene, or adult in nature. Subscriber accesses such information at his or her own risk. If the Subscriber allows an individual under eighteen years of age to view the programming from Subscriber's MCC Digital Television account, Subscriber takes full responsibility for the minor's access to any information that might be viewed as adult or unsuitable and agrees to hold harmless and indemnify MCC for any claims or charges that arise from said minor's use of service. Subscriber also agrees to utilize this Digital Television service lawfully and to maintain compliance with all copyright laws.
11. **Indemnity.** Subscriber agrees that MCC shall not be liable for any claim, liability, damages, or expenses caused or claimed to be caused by defect in, or breach of any express or implied representation or warranty, with respect to the Digital Television Equipment and further agrees to indemnify and hold harmless MCC from any and all claims, liability, damages or expenses (including reasonable attorney's fees) arising out of the improper use or unauthorized operation of the Digital Television Equipment.
12. MCC is not responsible or liable for programming or the continued availability of any channels or stations that are now or will be available.

**13. Assignment.** Subscriber may not assign this Agreement without the consent of MCC. In the event MCC is unable to provide the necessary servicing or replacement of the Digital Television Equipment, this Agreement shall terminate without further liability to either party.

**14. Default.** In the event Subscriber fails to make payment as herein specified, MCC may immediately terminate service and take such other remedial action as necessary to collect any overdue payments. Subscriber agrees to pay reasonable costs, including interest, attorney fees, and court costs, and other expenses incurred by MCC, to collect overdue payments.

**15. Billing.** Subscriber agrees to pay all charges billed to Subscriber's account, including applicable taxes and fees, in accordance with billing terms in effect at the time the fee or charge becomes payable. The recurring monthly fee is due in accordance to the date of the Subscriber's monthly statement. Monthly fees are non-refundable. The initial payment may include applicable installation including, but not limited to equipment, inside wiring and other installation fees combined with standard charges for monthly Service(s) plus any Service(s) features. These charges will include partial charges for the current month and full charges for a month in advance. If payment is not received by date indicated on bill, a late fee may be assessed. Delinquent accounts are subject to immediate termination or suspension of Service(s) at the sole discretion of MCC. If the Subscriber discontinues Service(s) or is disconnected, the Subscriber agrees to pay a reconnect charge for reconnection. At the Subscriber's request, MCC will provide Subscriber with current MCC Digital Television rates and charges. Rates are subject to change at any time, subject only to notice required by law. If a billing error occurs, Subscriber must notify MCC in writing within thirty (30) – days of subscriber's receipt of the billing statement in question. If MCC determines that there has been a billing error, MCC will issue Subscriber a credit toward Subscriber's next bill. Billing errors brought to MCC's attention after thirty (30) days will be credited at MCC's sole discretion.

**16. Termination of Service.** MCC reserves the right to terminate all services to any subscriber with multiple accounts should any such account become delinquent and are not paid within 10 days of any billing due date. Multiple accounts include but are not limited to parent, subsidiary, and affiliated corporations; individuals and partnerships; individuals and sole proprietorships; and other entities to which there is any direct or indirect connection between accounts. Subscriber understands that MCC reserves the right to terminate any account for any reason and at any time. Subscriber's sole remedy is to receive a refund for prepaid but unused services.

**17. Cancellation of Service.** The Subscriber additionally agrees to notify MCC by telephone or in writing to request cancellation of Digital Television. The Subscriber understands that it is their sole responsibility to make sure ALL digital television equipment is returned to Mid Century Communications within thirty (30) days of disconnect or be held liable for the cost of said equipment.

**18.** MCC reserves the right to change this agreement at any time. By using any MCC services, the Subscriber agrees that he or she has read and understands these terms and conditions and agrees to be bound by them.

**19.** Should any violations within these Terms and Conditions require corrective action on the part of MCC; the Subscriber will be held liable for all costs associated with such action.