

# Heritage Cable RESIDENTIAL SERVICES AGREEMENT

## TERMS OF SERVICE APPLICABLE TO “Fair Price Pledge”– 12/15/2019 -Version 1.1

You ("Customer") understand and agree that this Residential Service Agreement ("Agreement") apply to Heritage Cable of Heritage, Ohio ("Heritage Cable") provision of each and every communication service ("Service(s)") ordered by Customer, which may include cable television service ("Video Service") and high speed data service ("High Speed Internet Service"), provided by Heritage Cable and voice service ("Phone Service" and, together with Video Service and High Speed Internet Service, as applicable "Services") provided by Heritage Telephone Company ("Heritage Telephone" and together with Heritage Cable, "Service Parties") and Heritage Cable equipment ("Equipment").

1. **Agreement.** Customer agrees to be bound by the terms of this Agreement by: (i) executing a copy of the Work Order presented to Customer at the time of installation ("Work Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Heritage Cable may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Heritage Cable of Customer's intent to terminate Service and return all Equipment.
2. **Residential Use.** The Services provided are solely for Customer's personal, residential use and Customer shall not use Services for any commercial purpose. Heritage Cable shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.
3. **Access to Customer Premises.** Customer grants Heritage Cable and its employees, representatives and/or agents the right to enter Customer's premises and access Equipment, the wiring within Customer's premises and Customer's computer(s) to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage, or install or deliver Heritage Cable provided software ("Software"). Customer shall cooperate in providing such access upon request of Heritage Cable. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Heritage Cable personnel and/or its agents to enter the premises for the purposes described herein.
4. **Payment.** The charges for one month of Services, including any deposits and installation and Equipment charges, are due upon installation of the Services. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees, taxes, regulatory fees, franchise fees, surcharges and other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Heritage Cable to charge such accounts. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Heritage Cable does not extend credit to Heritage Cable's Customers and the Administrative Fee is not interest, a credit service charge or a finance charge.
5. **Additional Fees.** In addition to Customer's monthly recurring charges and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of fees is available on Heritage Cable's website ([www.Heritagetelephone.com](http://www.Heritagetelephone.com)). Heritage Cable reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Heritage Cable's website.
6. **Early Termination Fees.** If a Customer cancels, terminates or downgrades any Service before the completion of the term shown on the Work Order ("Initial Term"), or prior to the term of any promotional offer, Customer agrees to pay Heritage Cable all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Heritage Cable to establish service to Customer, (ii) any disconnection, early cancellation or termination charges reasonably incurred or (iii) all recurring charges for the remaining balance of the Initial Term and/or value of the promotional offer.
7. **Security Deposits.** Customer acknowledges and agrees that Heritage Cable may verify Customer's credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Customer's credit standing or past payment history with Heritage Cable. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the

security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

8. **Disputed Charges.** Customer must notify Heritage Cable in writing of billing errors, disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Heritage Cable receives sufficient documentation to enable Heritage Cable to investigate the dispute. The date of the resolution is the date Heritage Cable completes its investigation and notifies the Customer of the disposition of the dispute.
9. **Adjustments or Refunds.** Any adjustment or refund shall be an amount equal to the pro-rata part of the monthly charges applicable to the interrupted Service and associated Equipment charges for the period of time during which the Service is interrupted. The adjustment or refund will be accomplished by a credit on a subsequent bill for the Service. Except as otherwise expressly provided in this Agreement, the liability of the Service Parties, their officers, shareholders, directors, employees, affiliates, vendors, sub-contractors, carrier partners, content providers, agents and other persons or entities involved in providing the Services or Equipment for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customer's Service charges for a respective Service and associated Equipment fees with regard thereto for a regular billing period ("Maximum Credit"). No credit allowance will be made for:
  - i. interruptions of Service due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by Customer to use a Service;
  - ii. interruptions of a Service due to the negligence of any person other than Heritage Cable including, but not limited to, the other common carriers connected to the Heritage Cable's facilities;
  - iii. interruptions of a Service due to the failure or malfunction of Customer owned equipment or third party equipment;
  - iv. interruptions of a Service during any period in which Heritage Cable is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,
  - v. interruptions of a Service during a period in which Customer continues to use the Service on an impaired basis;
  - vi. interruptions during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements;
  - vii. interruptions of a Service due to circumstances or causes beyond the control of Heritage Cable.
10. **Limitation of Refund.** Unless otherwise provided by applicable law, in the event any amounts owed by Heritage Cable to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Heritage Cable.
11. **Equipment And Software.** Any network facilities, Software, cabling or Equipment (including set top boxes, DVR's but not cable modems or ATA's purchased by Customer) installed or provided by Heritage Cable will remain the property of Heritage Cable. Customer will acquire no ownership or other interest in the network facilities, cabling, Software or Equipment by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the network facilities, cabling or Equipment to Customer's residence or premises.
  - a. Misuse of Equipment. Customer will not open, alter, misuse, or tamper with the Equipment. Customer will not remove Equipment from the location where Equipment was installed. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Heritage Cable) will not permit anyone other than a Heritage Cable authorized representative to perform any work on the Equipment.
  - b. Return of Equipment. If Customer's Service is terminated or canceled (for whatever reason), Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Heritage Cable in the same condition as when received, ordinary wear and tear excepted. If Customer fails to return the Equipment, Customer will pay Heritage Cable the value of the equipment and any expenses Heritage Cable incurs in retrieving the Equipment. Failure of Heritage Cable to remove the Equipment does not mean that Heritage Cable has abandoned the Equipment. Heritage Cable may continue to charge Customer a monthly Service fee until any remaining Equipment is returned, collected by Heritage Cable or fully paid for by Customer. Customer acknowledges that costs of repair or replacement are subject to change and other charges relating to the possession and use of the equipment may be increased at any time in accordance with applicable laws or regulations. Upon notice, Customers agree to pay such charges or return the equipment in good working order.
  - c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
  - d. Operation of Equipment. The Customer agrees to operate any Equipment in accordance with instructions of Heritage Cable or Heritage Cable's agent. Failure to do so will relieve the Service Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.
  - e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Heritage Cable may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
  - f. Repair. Heritage Cable will repair and/or replace defective Software or Equipment provided such damage was not

caused by misuse, neglect or other fault of Customer. Heritage Cable is not responsible for the operation, maintenance, service or repair of any Customer's equipment, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment").

12. **Termination.** Heritage Cable may terminate this Agreement immediately at any time, without prior notice, if Customer or a User fails to fully comply with the terms of this Agreement, its components and Heritage Cable's use requirements set forth in this Agreement or for any other reason or no reason. If Heritage Cable terminates Service due to a violation of this Agreement or Heritage Cable's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Heritage Cable may also exercise other rights and remedies available under law.
13. **Customer Obligations Upon Termination.** Customer agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) the effective date of termination of the Service, (ii) if applicable, the expiration of any promotional term, or (iii) the date when the associated Equipment or Software has been returned to Heritage Cable.
14. **No Waiver.** The failure of Heritage Cable to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Heritage Cable or the ability to assert or enforce such right at any time in the future.
15. **No Assignment.** Customer may not assign, or transfer in any manner, the Services or any rights associated with the Services.
16. **No Warranty; Limitation of Liability.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY Heritage Cable ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE SERVICE PARTIES MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE EQUIPMENT WILL WORK AS INTENDED. CUSTOMER FURTHER AGREES THAT ALL USE OF THE SERVICES ARE PROVIDED AT Customer's SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR Customer's OR ANY USER'S USE OF THE SERVICES.

EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT (INCLUDING NEGLIGENCE) WILL EITHER SERVICE PARTY BE HELD RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, RESULTING DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES) AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. THE SERVICE PARTIES MAKE NO WARRANTIES THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT.

THE SERVICE PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF Customer's COMMUNICATIONS VIA Heritage Cable's FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR Customer's COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE Customer's COMMUNICATIONS AND THAT EITHER SERVICE PARTY WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

IF CUSTOMER RESIDES IN A STATE WHICH LAWS PREVENT CUSTOMER FROM TAKING FULL RESPONSIBILITY AND RISK FOR Customer's USE OF THE SERVICES AND/OR EQUIPMENT, EACH SERVICE PARTY's LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IN NO EVENT SHALL LIABILITY EXCEED THE AMOUNT OF DIRECT DAMAGES FOR INJURY TO PROPERTY OR PERSON CAUSED THE RESPECTIVE SERVICES PARTY's WILLFUL OR GROSS NEGLIGENCE OR, FOR ALL OTHER CLAIMS, THE MAXIMUM CREDIT.

17. **Entire Agreement.** This Agreement, the Work Order, the Privacy Policy, the Fee Schedule and the AUP constitute the entire agreement between the parties and supersede and nullify all prior understandings, promises or undertakings with respect to the Services and/or Equipment.
18. **Governing Law.** This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Ohio. Customer may not bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.

#### Heritage Cable Contact Information

**Address:**

81 North Portage St  
Doylestown, Ohio 44230

**Phone Number:**

888.823.1899

#### Receipt of Heritage Cable Residential Services Agreement

Fair Price Pledge Agreement

I acknowledge that I have received a copy of Heritage Cable's Residential Services Agreement ("Services Agreement") which, among other things, includes important Heritage Cable Contact information. By signing this receipt, I agree to be bound by the term (January 15, 2020 - January 15, 2021) of the Services Agreement, I understand that I will be subject to a \$99 cancellation fee if I terminate service under the **Fair Price Pledge** agreement and agree to receive marketing contact regarding additional or future communications services that may be available.

Services Covered:

- ☐ Off Air Cable
- ☐ Basic Cable
- ☐ Digital Cable
- ☐ Movie \_\_\_\_\_

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Customer Print

\_\_\_\_\_  
Billing Account Number

\_\_\_\_\_  
Heritage Telephone Company Representative

\_\_\_\_\_  
Date