

## **GENERAL TERMS AND CONDITIONS**

**FOR**

**UNITED SERVICE**

United Communications and its affiliates (the “Company” or “United”) are dedicated to providing you with a broad spectrum of services such as digital TV, high-speed internet, long distance, and local service, as well as a superior customer experience. This Agreement incorporates by reference and you agree to be bound by the following: 1) all applicable tariffs filed with the Federal Communications Commission (“FCC”) or Tennessee Regulatory Authority; 2) terms of your service order, if any; 3) terms of any promotion that you accept; 4) the Acceptable Use Policy posted at [www.united.net](http://www.united.net); 5) the Privacy Policy posted at [www.united.net](http://www.united.net); and 6) these Terms and Conditions.

The term “Services” shall mean any telecommunications, high-speed internet, digital TV and any related services provided to you by United now or in the future. When you use the Services you agree to these Terms and Conditions posted at [www.united.net](http://www.united.net). At the time of your order for Services, you may have been provided a promotional offer (the “Promotion”). The terms of such promotion shall, along with these Terms and Conditions, collectively provide the entire Terms and Conditions with respect to your Services from United. Other restrictions, terms and conditions for other services may apply.

### **1. Term & Payment**

1.1 Term - The term of this agreement shall extend for as long as Services are being provided to Customer, or, if longer, for such time as Customer has United equipment.

1.2 Minimum Service Period – The minimum service period (“Minimum Service Period”) shall be the longer of (a) any minimum term established in connection with a Promotion or (b) 30 days. Any termination or cancellation by Customer prior to the Minimum Service Period will still obligate Customer to pay for such terminated or canceled Service for the full Minimum Period.

1.3 Termination – If you terminate Services prior to the Minimum Service Period (“Early Termination”), customer will be liable for and agrees to pay in full: 1) all outstanding service charges; 2) all standard installation charges that were waived at installation; 3) any early termination charge as specified in the Promotion; and 4) any Equipment Charges. Upon termination of United Services, Customer shall return to United all equipment, including, but not limited to, modems, routers, set-top-boxes, DVRs, and remote controls, within ten (10 days). United will charge and the Customer agrees to pay the then-current list price for all unreturned or damaged equipment (the “Equipment Charges”).

1.4 Service Charges - Customer will pay all amounts billed for Services, including but not limited to, monthly subscription or usage based charges, installation charges, equipment fees, early termination fees, and late fees, by the due date set forth on each bill. To the maximum extent permitted by law, if Customer does not pay any amounts when due, then United may discontinue the Services without notice and/or impose late

charges, including, without limitation, a flat fee or 1.5% per month. United may refuse to accept or process requests for Services if the customer's account with the United is past due.

1.5 Taxes and Fees - Customer agrees to pay all required taxes and fees, including, but not limited to, sales and use taxes, franchise fees, and federal and state surcharges.

1.6 Security Deposits – Customer authorizes United to check Customer's credit and provide and exchange such credit information with any credit bureau. United may require a reasonable deposit to initiate or continue Services, and Customer will promptly pay such deposit as and when requested by United.

1.7 United Billing – The specific rates and charges for the Services are set forth in United's tariffs. Otherwise, except as established with respect to a Promotion, rates and charges are set in accordance with United's then current pricing structure, which may change from time to time, and is available at United's business office. United may bill Customer monthly in advance for Services, plus pro-rata charges for periods previously not billed. Customer may be billed in arrears for Services where charges are based on actual usage or orders placed during the previous billing month. Customer must notify United of any and all billing errors within thirty days of receipt of bill. If you fail to provide such notice, then you will be liable for full payment and deemed to have accepted all charges on your bill and will have waived all rights to a refund or credit. You may not settle any amounts owed or billed by writing "paid in full" or similar language on your bill or check and acceptance of a check with such language on it will not be considered a waiver of any unpaid amounts, and will instead be treated as a partial payment.

1.8 Collections – If United is required to pursue legal remedies to collect any amount owed, the Customer will be responsible for paying all legal fees and other expenses, including, without limitation, collection fees and court costs. United may designate a third party as its collection agent at any time.

1.9 No Credit – No credit will be given for service interruptions: (a) caused by the negligence of Customer or an Authorized User; (b) due to the failure of power, equipment, systems, facilities or services not related to United; c) acts of weather or God; or d) any other cause outside of United's reasonable control. Because United values its customers, for any reported outage that lasts a significant length of time that is within United's reasonable control, upon your request, United may provide what United, in its sole discretion, determines to be a fair adjustment to your account. If United makes such an adjustment, this will be your sole remedy and United's sole duty in such instances.

## **2. Service Specific Terms**

2.1 Acceptable Use - Customer will use service only for lawful purposes and in compliance with applicable laws and regulations and the Acceptable Use Policy posted at [www.united.net](http://www.united.net) . Customer warrants that he or she is at least 18 years of age. Customer agrees that the subscription is personal to the Customer and agrees not to assign, duplicate, re-transmit, transfer or resell Services.

2.2 Installation; Repair; Access - Customer grants United and its representatives permission to enter Customer's premises in order to install, maintain, inspect, repair, or remove United equipment and or connect/dis-connect the Services. Customer agrees that the installation, inspection, maintenance (including

technical support), repair, and/or removal of any equipment could result in service outages or potential damage to the Customer's computer, computer network, and/or contents thereof. Accordingly, the Customer agrees that they are solely responsible for providing any needed back-up for their information and data and in no event will United or its representatives be liable for any loss of data or damage to the Customer's computer, computer network, and/or the contents thereof. United may refuse to perform work at any location if it determines, in its sole discretion, such location, situation, or environment to be unsafe.

2.3 Outages – United may provide services using fiber optic or other technologies that require electrical power. In the event of a power outage or failure of battery back-up, telephone service, including 911 and alarm monitoring services, internet services, and television services may be unavailable. UNITED WILL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH ANY SERVICE OUTAGE, INABILITY TO DIAL 911, OR IMPROPER FUNCTIONING OF ALARM MONITORING SERVICES. CUSTOMER RELEASES, AND WILL INDEMNIFY, UNITED FROM ALL DAMAGES AND CLAIMS RESULTING FROM THE FOREGOING.

2.4 Internet Services - United high-speed internet service and speeds are not guaranteed due to the variables affecting Internet operations. Accordingly, any internet or related services are provided on an "as is" basis. Any data transmission speeds disclosed with regard to United Services represents the maximum theoretical speeds attainable. The Customer understands and agrees that Company does not guarantee that any particular amount of bandwidth on the Company's network or that any speed or throughput of Customer's connection on the Company's network will be available to the Customer. Customer understands and agrees that the speed of the service provided at Customer's site will vary depending upon a number of factors, including Customer's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Company's control, and system failures, modifications, upgrades and repairs.

2.5 Programming – United may at any time add, delete, or change any programming and Services, including, but not limited to, programming availability, channel number, packages, or other related services. United will not be liable for any interruption or loss of service or recorded material. Certain television services may be blocked out in your area. You may not attempt to circumvent these blackouts.

2.6 Content – It is your responsibility to impose viewing or surfing restrictions on yourself, members of your family and household, and guests, as you deem appropriate. United and its affiliates shall have no liability to anyone due to, or based upon, the content of any of the Services furnished to you.

### **3. Other**

3.1 Modifications - United reserves the right to make changes to these terms and conditions at any time. Such changes will take effect at the time the new terms and conditions are posted at [www.united.net](http://www.united.net).

3.2 Governing Law - The Agreement is governed by the laws of the State of Tennessee without regard to its choice of law principles.

#### **4. Limitation of Liability**

4.1 DISCLAIMER – UNITED SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. UNITED MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE, OR THE LIKE, OR THAT THE UNITED EQUIPMENT WILL OPERATE AS INTENDED. UNITED IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM. CUSTOMER IS RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO PERFORMANCE OF ANY INSTALLATION, REPAIR, MAINTENANCE, REMOVAL, OR SUPPORT SERVICES. UNITED SHALL NOT HAVE ANY LIABILITY FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA, OR FILES.

4.2 LIMITATION OF LIABILITY – UNITED IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATED TO THE SERVICES OR RELATED EQUIPMENT, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNITED’S ENTIRE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF SERVICES OR EQUIPMENT OR ANY UNITED BREACH, WILL BE THE CUSTOMER’S RIGHT TO TERMINATE THE SERVICE. TO THE EXTENT CUSTOMER IS ENTITLED TO MONEY DAMAGES AS A MATTER OF LAW, NOTWITHSTANDING THE PRIOR LIMITATIONS AND EXCLUSIONS IN THIS SECTION, UNITED’S CUMULATIVE LIABILITY WILL NOT EXCEED CUSTOMERS PROPORTIONATE FIXED MONTHLY CHARGES FOR THE PERIOD DURING WHICH ANY EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS, NOT TO EXCEED 60 DAYS.

4.3 Force Majeure – United will not be liable for any failure of performance due to causes beyond its control, including without limitation acts of God, terrorism, fires, weather events, or other catastrophes; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties.