

Castle Cable TV.

Subscriber Terms and Conditions

The Terms and Conditions constitute an agreement between the subscriber/customer and "The Company" Castle Cable TV.

The Company, shall have the right to install, maintain service, repair and replace on the premises any and all components of the system for the purpose of providing service(s) as defined by The Company. If The Customer is not the owner of the premises specified to be serviced in the agreement they shall indemnify and hold The Company harmless from any and all claims on or by the owner or any other interested parties which may arise out of the performance of the Agreement. The Customer confirms that either as owner or tenant of the premises, The Customer is fully authorized to enter into and perform this Agreement. The Customer agrees that they are responsible for all access to and use of the service. The Customer confirms that they are at least 18 years of age at the effective date of this agreement.

PAYMENT OF FEES AND DISCONNECTION

1 The services covered by this agreement are Cable Television, Internet and Telephone and their associated features and facilities.

2. One month's service charge(s) plus connection fee(s) plus deposits where applicable for each service or levels of services ordered and all taxes including any goods tax or service tax or equivalent tax and any government charges in respect of the service will be payable in advance. **Thereafter, all payments for service(s) are due and payable in advance. In the event of non-payment, The Company reserves the right with notice to terminate this agreement and disconnect any services at any time.** Further, in order to reconnect service(s), all past due charges must be paid in full in addition to a reconnection fee, one month's service charge in advance, equipment deposit and a deposit equal to 1.5 month's **service charges.**

3. Service shall be subject to disconnection without notice when:

- i. The Customer connects, extends or otherwise distributes The Company's Cable Television signals to premises not covered in this agreement.**
- ii. The Customer connects, extends or otherwise distributes The Company's Internet signals to premises not covered in this agreement.**
- iii. The Customer connects Cable Television transmitters and/or any other Cable Television equipment not approved by The Company and/or the Telecommunications Regulator.**
- iv. The Customer connects any Internet or Fixed Line transmitters and/or Fixed Line receivers and/or any other equipment not approved by the Telecommunications Regulator.**
- v. The Company has received Bona Fide complaints or claims from third parties regarding the use of any of the services provided by the Company.**
- vi. The service provided by The Company is being used for anything other than The Customer's own use.**

4. Cable TV Service shall be subject to disconnection with due and formal notice when payment is not **received with 45** days of due date. Internet and IP telephone service shall be subject to disconnection with due and formal notice at the discretion of The Company.

5. The Customer shall be liable **to pay the legal charges incurred by The Company in respect to court fees or debt** collectors fees.

ACCESS TO THE CUSTOMER PREMISES

The Customer agrees to allow employees and agents of The Company access to The Customer's premises at reasonable times to inspect and maintain The Company's equipment and upon termination of the agreement (whether by The Customer or The Company) to remove The Company's material and equipment from the premises.

REPAIRS & MODIFICATION OF THE SERVICE

1. The Company is not responsible for the operation of televisions, computers, telephone instruments and other equipment. The Company shall also not be liable to The Customer in respect to damage to The Customer's equipment as a result of electrical surges caused by third parties. In the event that The Company's repair service is requested for problems which, in The Company's sole judgment relate to faults or other problems not related to the equipment or cabling provided by The Company, The Company reserves the right to impose a service charge of \$70.00 for *each* such visit.

2. All repairs and modifications of the system shall be made by The Company or its authorized agents. The Customer agrees not to disturb, tamper with, remove or in any way interfere with any component of the system. The Customer agrees that they will not attach any unapproved device to any part of the system. Any unauthorized connection and/or reception of cable television service and/or unauthorized transmission of internet signals and/or unauthorized transmission of voice calls will be considered a breach of agreement and cause for termination of agreement and may result in The Company taking legal action against The Customer. In any case, The Company shall be entitled to recover damages for such tampering including, but not limited to, the value of Company services obtained without payment plus reasonable collection costs. The Company may, in addition to its contract or rights herein, bring to the attention of the appropriate law enforcement officials any violations by The Customer by any applicable law. The Customer agrees that The Company shall not be responsible for any loss or damage suffered by The Customer to their equipment as a consequence of The Company supplying them with the service.

3. The Company's employees or agents will not be responsible for television receivers and/or any other receiving equipment and/or any other equipment attached to the any source or supply that is not owned by The Company. The Company is under no legal obligation to ensure that The Customer's electrical equipment is properly electrically grounded upon connection or at any other time thereafter. By executing this service agreement The Customer warrants that their equipment is so grounded and The Company shall not be liable for any loss or damage suffered by The Customer in any way arising from The Customer's failure to observe this term.

INTERRUPTION OF SERVICES

The Company does not warrant an uninterrupted system or equipment operation, but so far as it is reasonably able to do so. The Company will stand by to maintain its system and equipment to the best of its ability and will comply with any agreed Quality of Service parameters. The Company does not guarantee a fault-free service. The Company assumes no responsibility for *the* following:

- i. Commercial third party power failures,
- ii. Inability of The Customer to call or contact any emergency service through the use of The Company equipment.
- iii. Discontinuation of broadcast transmissions by external radio or television broadcasting station(s).
- iv. Discontinuation of service by external internet service provider(s)
- v. Discontinuation of service by external voice service provider(s)
- vi. Interruptions to lines, systems or services locally or internationally that are not owned or operated by The Company.
- vii. Regulations, which may restrict, alter or eliminate certain kinds or types of programming or content
- viii. Battery replacement for equipment owned by the Customer
- ix. Work stoppage due to labor disputes and/or terrorism

x. Force Majeure including but not limited to floods, storms, hurricanes, wind, lightning accidents, adverse atmospheric conditions and electrical surges.

TRANSFER OF SERVICES

In the event of The Customer continuing to reside within the licensed service area of The Company and requesting a transfer of service(s) this Agreement shall remain in full force and effect as if the address of The Customer shown on the application form associated with this agreement had been changed save and except that The Company reserves the right to charge to The Customer such connection or transfer fee(s) which is/are in accordance with Company policy.

OWNERSHIP OF EQUIPMENT

1. Title of ownership of all the equipment installed supplied or leased from The Company to The Customer shall remain with The Company at all times.
2. The Customer shall use the equipment installed supplied or leased from The Company in a careful and proper manner and return the equipment to The Company in the same condition as received, reasonable wear and tear excepted. The Company shall charge The Customer's account for the cost of repairing or replacing equipment damaged while in the possession of The Customer
3. The Customer agrees that if the equipment installed, supplied or leased from The Company is not returned on the termination of the agreement, The Customer shall be liable to The Company for costs of equipment and its recovery. The Customer also agrees to pay subject to any dispute resolution process costs and Attorney's fees arising out of any course of action to collect the above damages.
4. While The Customer is aware that they have the choice of on-site repairs at no additional charge to equipment owned by The Company, The Customer also understands that, for their convenience, faulty equipment owned by The Company or sold to The Customer and still under warranty may be returned to The Company's office for servicing or repair, Monday - Friday 8.00 a.m. until 4.30 p.m.
5. The Customer may be required to leave security deposits for equipment or service. It is understood that these deposits are non-interest bearing and will be returned upon disconnection or termination of the service and when the equipment has been returned in the same condition where it was received.

TERMINATION OF AGREEMENT

Notwithstanding disconnection of service for reasons described in this agreement, either The Customer or The Company may terminate this Agreement for any reason. The Customer shall be responsible for all fees, including early termination fees.

INDEMNIFICATION

1 The Customer agrees that services are not available in all locations and agrees that The Company assumes no liability for any claims, damages, losses or expenses arising out of the unavailability of service in the Customer's geographical area.

2. The Customer agrees to and assumes all liabilities relating to unauthorized access by a third party via the service to their equipment and data.
3. The Customer agrees that the Company may monitor the service to maintain its system and to disclose information gained to satisfy any law, regulation or government request Or to protect The Company and its other subscribers.
4. The Company shall not be held liable for any indirect, incidental, special, punitive or consequential damages that result from The Customer's use of or inability to access the service,
5. Notwithstanding anything to the contrary stated herein, The Company's maximum liability will not exceed an amount equivalent to the total monthly charges for the service paid by The Customer for three (3) months preceding the month in which the liability arises.
6. The Company will not be responsible for any claims, damages, losses and or expenses of any kind as a result of a missed appointment for an installation of a service or a repair to a service either by The Company or its Agent.