

## Terms of Service for Carr Communications Digital Television

Carr will lease to consumer at no charge (1) modem, up to (2) two set-top boxes (2) remote controls and a power strip upon subscription to Carr's Digital Video service. Additional set-top boxes are available for lease at a cost of \$5.95 per month per unit. Leased equipment, which consists of modems, set-top boxes, remotes and power strips will remain the property of Carr Communications at all times. When service is terminated the subscriber will be responsible for returning all leased equipment.

As with all electronic devices the set-top boxes and modems are susceptible to lightning damage and power surges. Carr offer's a protection plan for \$3.99 per month that will cover power surges and electrical damage. If you prefer to not accept Carr's protection plan and the equipment is damaged due to a power surge or lightning the customer will be liable for the replacement cost of the damaged leased equipment.

Current replacement value of equipment is as follows:

\$79.00	1 Modem
\$157.00	1 Set-top Box
\$12.00	1 Remote Control

It is understood that all of the video equipment is to be used in an environment that is acceptable for electronic devices. In the event that video hardware is damaged due to consumer misuse, the damaged hardware will be replaced at the expense of the customer, see pricing above. A premise visit fee of \$25.00 plus replacement costs will be due at the time of services.

If you cancel programming service, or service is terminated by Carr, then you agree to return the equipment leased to you by Carr including but not limited to any set top boxes, modems and remotes, during regular business hours, Monday through Friday (except holidays), within seven (7) days of the cancellation or termination of service. Equipment must be returned to the Carr's offices at 4325 S Masten Rd., Branch MI or 111 S Main St., Scottville MI. The equipment shall be returned to Carr in the same condition that you received it, except for normal wear and tear. Do not return equipment by mail or delivery service. Arrangements may be made with Carr Communications for equipment pick-up.

If you rent or lease your home or apartment and if the Carr equipment has not been returned to Carr within 7 days of cancellation or termination of service, then you agree that Carr may be allowed entry into your home or apartment by your landlord, by the owner of the property, or by your designated representative in order for Carr to disconnect and retrieve Carr's equipment.

Failure to return equipment leased by Carr will result in a fee of \$400.00.

If Carr is required to employ a collection service or to initiate legal action to recover amounts you owe the company, then you will also be assessed for the costs of collection including any reasonable attorney's fees and expenses and court costs incurred by Carr in bringing suit.

If programming service is cancelled or terminated prior to 12 months customer will be liable for the installation costs of \$75.00 for basic installation. There will be no refunds of paid programming.

Customers requesting a 6 month maximum seasonal disconnect will not be billed for monthly programming but, will be required to return the leased equipment as specified in paragraph. Programming reconnection fees and reinstallation charges may apply upon reactivation of digital television services.

## **Billing**

Charges for service start within 24 hours after service is installed. Carr Communications will bill you a month in advance for each service ordered (except for Pay-Per-View charges which may be billed after they are provided). Charges may include a portion of tax and fees assessed by federal, Michigan and municipal government incurred by Carr Communications in its provision of service. Payment of billed amounts must be received by Carr Communications on or before the due date on the bill.

If you pay your bill by check and the check is returned, then you will be assessed a returned check fee. If Carr is required to employ a collection service or to initiate legal action to recover amounts you owe the company, then you will also be assessed for the costs of collection, including any reasonable attorney's fees and expenses and court costs incurred by Carr in bringing suit.

Service may be terminated to you because of non-payment or repeated late payment of amounts due Carr and there may be a reactivation charge and/or a security deposit required to resume service after termination.

## **Cancellation of Service**

You may cancel service by writing Carr Communications Inc., P.O. Box 100 Branch MI 49402 or by calling during regular business hours at 231-898-2244, Monday through Friday (Holidays excluded). There will be no refunds in the event of a cancellation. If you cancel service you will still be responsible for payment of any outstanding charges and fee you owe the company.

## **Limited Warranties and Limitation of Liability**

We warrant, for a period of 30 days from the date of our installation of our set-top box, that the installation will meet accepted industry standards and be free from defects in the materials and workmanship used in the installation. If you report any defect in the installation within that 30 day period, we will reperform the installation and repair or replace any materials. This warranty does not cover any equipment or materials not installed by Carr Communications. This warranty does not cover installations in environments not meeting the requirements in paragraph 3.

If the set-top box, DSL modem or remote, which we provide to you as our customer, is defective when provided, we will either repair or replace it with another.

Our performance of re-installation work, repair or replacement constitutes our entire liability to you and your sole remedy under this warranty, whether claims or remedy are sought in contract or tort (including negligence, strict liability or otherwise, without limitation).

In no event shall Carr, its employees, affiliates or agents have any liability for: (1) any special, indirect, exemplary, incidental or consequential damages resulting from Carr's provision or failure to provide any equipment or services to you, or from any fault, failure, deficiency or defect in service, labor, materials, work or equipment furnished to you by Carr or any party or (2) any arising from program or other content which you receive by using any service.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN THE PLACE OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. WE DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We will not be liable for any delay or failure to perform our obligations, including interruptions in service, if such delay or non-performance arises in connection with any acts of nature: fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather: acts of any governmental body or any other cause beyond our reasonable control.

**Changes to Terms of Service, Program Packages and Tiers and Prices.**

Carr reserves the right to change any term or condition of service, remove any TV or audio channel included in any program package or tier, or increase any future price for service upon 30 days written notice.

**Ordering Additional Services: Billing Questions and Service Complaints.**

Additional services and TV packages listed in the company's brochure or website may be ordered at any time by calling the number listed below.

Questions and complaints about billing amounts should be made within 30 days of the date of the bill and may be made by calling 231-898-2244 or writing Carr Communications, P.O. Box 100 Branch MI 49402.

Calls received by Carr outside of regular business hours or on weekends or holidays may be taken by answering machine or by an answering service.