

### CableVision & WARPSPEED1 Terms of Service Agreement

The following Terms of Service agreement ("Agreement") is between you, the Subscriber, and one of the following companies, depending upon your service address: Mid-Coast Cablevision, L.P., Texas Mid-Gulf Cablevision, L.P., Bay City Cablevision, L.P. ("Company"). This Agreement sets forth each party's obligations and the rules you must follow when using CableVision Digital Cable Television and/or WARPSPEED1 High Speed Internet ("Service"), and includes terms set forth in all sections.

**General Terms of Service (TOS).** Your registration, payment for or use of the Service constitutes your agreement to be bound by the charges, terms and conditions set forth in this Agreement, including those incorporated by reference. If you do not subscribe to the Service, the TOS are not applicable. This is a binding agreement between you (the Subscriber), and the entity that provides your Cable Television and/or Internet Access.

- Updates.** This Agreement may be updated or changed from time to time. You can review the most current version of these TOS at any time at your local Company office. If Company makes a change to the Agreement which has a material impact on the Services, you will be provided notice of that change. Your continued use of the Services following such notice constitutes your acceptance of those changes.
- Location of Service.** This Service is provided at a specific permanent address and all Equipment must remain at this location. Before you move to another location, you must notify Company to determine if service can be provided at your new permanent address.
- Service Interruptions & Modifications.** Service may be temporarily interrupted or otherwise limited for a variety of reasons, some beyond Company's control. Company reserves the right to refuse credit allowances for such interruptions. Company also reserves the right to modify the Service or any part thereof at any time without liability.
- Service Suspension/Termination.** Company may immediately terminate or suspend your Service without notice if: (a) your payment is more than 30 days overdue; (b) you provide false or inaccurate information to Company; (c) you violate this Agreement; or (d) you engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws). You must pay all charges for the Service through the date of termination. Should you wish to resume Service after any suspension, a service reconnection fee may apply.
- Payment.** Payment is due by the 10<sup>th</sup> of each month. The Subscriber agrees to pay: (1) the monthly fee specified when you ordered your Service; (2) the charge for all equipment required for your Service; (3) activation fees and installation charges, if any; (4) overdue payment fees, service reconnection fees and other applicable service charges; and (4) any applicable taxes, recovery fees and surcharges which Company pays to municipalities and other governmental entities and may pass on to you. A \$30 fee will be charged for checks returned as unpaid for any reason and services may be suspended. The Subscriber may also be responsible for all costs related to the collection of those insufficient funds.
- Overdue Payment & Failure to Pay.** All accounts not paid in full on the 1<sup>st</sup> of the next month are considered "overdue" and may experience service interruption. You shall pay to Company an overdue payment charge on all balances due and unpaid. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. **Company may suspend or terminate Service if your payment is past due. If Company suspends your Service for non-payment, you must pay all past due amounts in order to have service restored, and you may also be required to pay a service reconnection fee.** In the event you fail to pay Company, Company may assign unpaid balances to a collection agency. In the event legal action is required to recover unpaid amounts, you agree to reimburse Company for all expenses incurred to recover sums due, including attorney's fees and other legal expenses.
- Credit Card.** You may be required to provide Company with credit card information from an accepted card issuer in order to activate your Service. You hereby authorize Company to charge your credit card with respect to any unpaid charges for Services or any related equipment. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt. You authorize Company to continue to attempt to charge all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide Company with updated credit card information upon Company's request and any time the information you previously provided is no longer valid. You acknowledge and agree that Company will not have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card.
- Equipment.** Company will provide to you certain equipment required for your Service, which you may rent or purchase. Other than the equipment provided by Company, you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software not provided by Company is not the responsibility of Company, and Company will not provide support, or be responsible for ongoing maintenance or management of such equipment. Regardless of whether the equipment used to access your Service is owned by you or Company, Company reserves the right to manage such equipment for the duration of your Service. Neither you nor a third party may change, interfere with, or block access to equipment data or settings. The Equipment requires electrical power from your premises to operate, which you are responsible for providing. You agree that you will use the equipment only for its intended residential use, and not for any other purpose. **EQUIPMENT IS AT ALL TIMES PROPERTY OF COMPANY AND MUST BE RETURNED UPON CANCELLATION OF SERVICE OR ADDITIONAL FEES MAY APPLY.**

- Charges.** If equipment is not returned upon cancellation of service, or is returned damaged, you will be charged for the value of the Equipment. Charges will be made to the credit card put on your account at initial account setup. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded. Any fees charged for such Equipment will be refunded upon return to Company.
  - Theft.** You agree to notify Company immediately, in writing or by calling Company customer support line, if the Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen Equipment, however, Company may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to Company of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by Company, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.
  - Designated Outlets.** Service is setup with Equipment placed on a designated outlet. If you move the Equipment to another outlet, the Service may not work. If a trouble call is entered for an issue regarding Equipment moved from its designated outlet, you may be charged a \$30 service fee.
- Use by Children.** Company recommends that you remain diligent in the supervision of any minors in their use of the Service. Company is not responsible for any content accessed by you or minors. In addition, you agree that you will not hold Company liable for any loss or damage of any kind incurred as a result of such access.

### CableVision Digital Cable Television Specific Terms of Service (TOS)

- Service Description.** The Service includes content available via our cable network using a Digital Converter Unit.
- Equipment.** Digital Converter Unit ("Equipment") provided by Company is covered under the terms stated in Section 8 of the General Terms of Service and any additional statements elsewhere in the Agreement.
- Programming.** Some programming may not be available in certain areas due to legal, regulatory, and contractual prohibitions, including restrictions of the Federal Communications Commission and sports blackouts.

### WARPSPEED1 High Speed Internet Specific Terms of Service (TOS)

- Service Description.** The Service is composed of broadband access provided in Service Capability Speed tiers determined by Company any may be changed at any time. Throughput Speed, which is the speed at which your modem receives and sends Internet access data, may vary and is not guaranteed. WARPSPEED1 High Speed Internet Services are provided with a dynamic Internet Protocol ("IP") address. A static IP address or multiple static IP addresses (as applicable) may be available.
- E-mail.** The Service includes five (5) WARPSPEED1 e-mail addresses. You agree to set up and maintain at least one (1) WARPSPEED1 e-mail address so Company may communicate important information with you. This e-mail address may be forwarded to an existing or otherwise different e-mail address for your convenience.
- Equipment.** The Modem ("Equipment") required to provide Internet service to you is covered under the terms stated in Section 8 of the General Terms of Service and any additional statements elsewhere in the Agreement.
  - Routers.** You agree to secure any and all routers connected to Equipment to prevent any wireless system within range to gain access to your Service. This breach may lead to over usage of bandwidth or illegal activity associated with your specific IP address, which may result in extra charges to your account or legal issues for you.
- Restrictions on Use.** Violations of this Agreement may result in suspension or termination of your Service by Company.
  - No Resale.** You agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application. You agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service.
  - Residential Services.** You may not use residential services for ANY commercial purposes or operate a server of ANY kind without a written agreement from Company.
  - Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. **Company assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.**
  - Illegal Activities.** You agree not to use Company services for 1) Posting or emailing of scams or "get rich quick" schemes, pyramid type or chain letters, subscribing others to a mailing list without their prior consent or knowledge or approval; 2) Threatening of bodily harm or property damage to groups or individuals; 3) Making or taking part in fraudulent offer or products, items or services originating from your account; 4) Attempting to access or to penetrate ("hacking") security measures of accounts of anyone other than your own, especially when the intrusion results in data corruption or loss; 5) Unauthorized use of a person's name or likeness.
  - Harassment.** You agree not to use Company services to 1) send "mail-bombs", which is sending more than 10 like messages to the same address or sending more than 10 MB of data to a newsgroup; 2) send unsolicited email messages where the recipient objects to the content of the material sent; 3) send repetitive, persistent or consistent "pings" on a schedule or fixed time (including speed-tests); 4) send unwanted, unsolicited emails to those who have not requested or invited the messages – known as SPAMMING. **ANYONE SENDING MASS MAILED MESSAGES TO MORE THAN 9 RECIPIENTS WILL BE CONSIDERED SPAMMERS AND WILL LOSE ALL RIGHTS TO THE SERVICE.** SPAMMERS ARE SUBJECT TO A FINE: Offenders agree to pay all legal costs or fees involved with such activities and agree to pay Company \$200.00 for every day the violations occur over and above any fines and damages incurred to Company.
- ACCEPTABLE BANDWIDTH USAGE.** Company does not guarantee or offer to deliver connections at an unlimited amount of data transfer for a basic monthly price. **ALL USERS MUST ENSURE THAT THEIR ACTIVITIES DO NOT RESTRICT, INHIBIT OR DEGRADE ANY OTHER CLIENT OF COMPANY, NOR BURDEN THE NETWORK OF WARPSPEED1.** You agree that your total upload and download transfer of data, pictures and/or music will not exceed the apportionment of bandwidth specified when you ordered Service. If you did not receive an agreement with a specific apportionment of bandwidth, then you are limited to twenty-five (25) Gigabytes (GB) per month. You further agree that continued usage over your allotted GB may result in charges for any extra GB used at the then current rate. Failure of Company to enforce the bandwidth usage policy shall not be construed as a waiver of its rights to enforce the policy at any time.

CableVision

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SIGNATURE

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PRINT NAME

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TITLE

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DATE

CableVision Subscriber

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SIGNATURE

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PRINT NAME

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ADDRESS

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DRIVER LICENSE NUMBER / SOCIAL SECURITY NUMBER

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E-MAIL ADDRESS

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DATE