

## **Atlantic Broadband Cable Terms & Conditions**

### **Terms and Conditions of Service and Billing**

#### **Procedures**

These Policies and Agreements are filled with valuable information, and items listed below outline essential information regarding the terms and conditions of service, billing procedures and the relationship between you, the Customer, and Atlantic Broadband regarding the provision of Atlantic Broadband services you have selected (Services). Customer agrees to be bound by all the terms and conditions contained herein and customer's use of the Services evidences agreement and certifies acknowledgement.

**Equipment** A.) Atlantic Broadband Owned. The set top box unit and other Atlantic Broadband property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the property of Atlantic Broadband. Customer assumes the risk of loss, theft or damage to the Equipment at all times prior to the removal of the units by Atlantic Broadband or return of the units by Customer. A valid credit card may be required as a condition for the provision of certain equipment.

B.) Home Wiring. For new and existing single unit installations, the cable wire inside the Demarcation point, as defined by the FCC, shall become a fixture to the realty upon installation. For multiple dwelling units or commercial installations the cable wire inside the Demarcation point shall not be deemed a fixture or part of the Customer's realty unless the Customer purchases the cable wire when Service is terminated. C.) Customer Owned. Customer agrees that Atlantic Broadband is not responsible for the operation, maintenance, service or repair of Customer's television, computer, radio or any other consumer electronics, which may, from time to time, be connected to the Service.

#### **Access**

Customer hereby grants Atlantic Broadband the right to enter upon the property at the service address to install Service and to audit, adjust, repair, replace, maintain, move or remove Equipment and, from time to time, check for signal leakage.

#### **Parental Control**

Parental control features are available for use with the Service to block or "lock---out" certain video programming channels and/or filter certain Internet content. You will find information in your Customer Guide on how to enable these features.

#### **Payment Terms**

Customer agrees to pay monthly charges in advance. Failure to pay the total balance

when due shall constitute a breach of the Service Agreement and may be grounds for disconnection of Service and/or imposition of additional fees, in accordance with applicable law. Atlantic Broadband may charge a reasonable service fee for all returned checks and bankcard charge backs. The returned check amount (plus fee) must be replaced by cash, cashier's check or money order. Any charges associated with Service and Equipment additions requested by Customer subsequent to the initial installation shall be reflected on the Customer's billing statement after the additional Service and/or Equipment has been added. Customer must bring any billing errors or requests for credit to Atlantic Broadband's attention within thirty (30) days of the time Customer receives the bill for which correction of a billing error or credit is sought.

### **Changes to Service**

Atlantic Broadband reserves a certain time window (typically five to seven business days) to effect any changes in Service. Any refund due will be mailed within a certain time window (typically 30 days) after settlement of account, return of Equipment to Atlantic Broadband and completion of the final billing cycle.

### **Correspondence**

Do not mail written correspondence with your bill statement.

PLEASE SUBMIT ALL CORRESPONDENCE TO THE ATLANTIC BROADBAND ADDRESS WHICH APPEARS HEREON:

Atlantic Broadband

Two Batterymarch Park, Suite205

Quincy, MA 02169

### **Late Fees**

If Atlantic Broadband does not receive timely, full payment, Customer may be charged a Late Fee, Processing Fee or Late Processing Fee (Late Fee). The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer's service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. Atlantic Broadband will tell Customer the amount of the Late Fee and other separate or additional charges at the time Customer subscribes to and receives Atlantic Broadband's services, prior to the time Atlantic Broadband implements a new fee,

and in Atlantic Broadband's annual mailings to Customer thereafter. Atlantic Broadband does not extend credit to our Customers and the Late Fee is not interest, a credit service charge or a finance charge. Atlantic Broadband's late fee practices may be revised to comply with applicable federal, state or local laws, rules or regulations.

### **Prior Accounts**

Customer warrants that no monies are owing to Atlantic Broadband from previous accounts with Atlantic Broadband. If Atlantic Broadband finds a prior account with Customer with monies owed to Atlantic Broadband, then Atlantic Broadband may apply any funds received to that prior account.

### **Termination – Customer**

Customer may terminate Service in person at the cable system office or by telephone. To avoid any billing misunderstanding, telephone requests for disconnection should be followed up either in writing or in person.

### **Termination of Service/Disconnected Account**

Upon termination, the company may charge additional fees on any unpaid balance. Atlantic Broadband reserves the right to continue billing for Service through the end of the billing cycle or until all Equipment has been returned, whichever occurs first. The replacement costs for any unreturned Equipment will be posted to Customer's account once billing ends. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to Atlantic Broadband upon termination of Service, Customer shall be liable to Atlantic Broadband for the full replacement cost of any unreturned Equipment. Customer understands and agrees that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned Equipment. Further, Customer understands and agrees that Atlantic Broadband may charge Customer's credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost for any unreturned Equipment, in accordance with applicable law.

### **Restrictions**

Customer may not order or request PPV, digital music or any other programming for receipt, exhibition or taping in a commercial establishment. Customer may not exhibit or assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider. If Customer fails to abide by this restriction, Customer accepts liability for any and all claims made against Customer or Atlantic Broadband on account of any commercial exhibition.

### **Programming**

Customer acknowledges that Atlantic Broadband has the right at any time to preempt without notice specific advertised programming and to substitute programming, which Atlantic Broadband deems to be comparable.

### **Theft of Service**

Customer shall not intercept, receive, share or assist in the interception, receipt or sharing of any Service offered by Atlantic Broadband, without the prior written authorization of Atlantic Broadband. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Atlantic Broadband.

### **Disclaimer of Warranties and Limitation of Liabilities**

a.) No Warranty. Atlantic Broadband makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.

b.) Limitation of Liability. Atlantic Broadband shall not be liable to Customer for indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with the Service or any acts or omissions associated therewith, including any acts or omissions by subcontractors of Atlantic Broadband, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss, or damages or whether any other remedy provided herein fails.

c.) Customer Exclusive Remedy. Atlantic Broadband's entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by Atlantic Broadband of any obligation Atlantic Broadband may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Atlantic Broadband's liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.

### **Assignment - Change of Occupancy**

The Service shall only be provided to Customer at the address where Atlantic Broadband's installation is performed. Customer may not transfer Customer's rights or obligations to the Service to any successor tenant or occupant or to any other address without Atlantic Broadband's prior written consent.