

## **Volcano Vision Terms and Conditions**

### **Service Agreement for Volcano Vision**

#### **1. The Agreement**

The Agreement constitutes the sole and entire agreement between the Subscriber and Volcano Vision (hereinafter called "Company"). No oral or written undertaking, representation or warranty, implied or express, made by an agent, employee or representative of Company in connection with the installation, billing or servicing of equipment or the monthly charges shall be binding on or imputed to Company except as expressly included herein.

#### **2. Company Property**

1. **Equipment:** The set-top boxes and all other equipment delivered pursuant to this Agreement or any amendment hereto, shall remain the property of Company. Company may, at its sole option, supply new or reconditioned equipment. Subscriber hereby agrees to pay for any repairs or replacements of the equipment whether or not caused by Subscriber's negligent act, except such repair or replacement as may be necessary by reason of normal or ordinary wear or by reason of defects of material or workmanship therein. Subscriber and Company acknowledge and agree that the value of the Company's equipment is as stated in Table A below. Subscriber agrees that if the equipment is not returned after termination of that Agreement, Subscriber will be liable to Company for stated replacement cost and shall continue to be liable for monthly charges as though this Agreement had not been terminated.
2. **Equipment Return:** Subscriber hereby agrees that he will return the equipment to Company's office for full refund of deposit, less repair or damage fees, if any. Subscriber also understands that if a Company representative is required to remove the equipment from Subscriber premises, \$20 will be deducted from the amount of deposit refund, if a deposit was required.

#### **3. Warranty**

1. Company warrants that the equipment is free of defects in material and workmanship and agrees to repair or replace any equipment which is found to be defective and makes no other warranty with respect to the equipment. This represents Company's sole obligations with respect to damage, whether direct, incidental, or consequential, resulting from the use or performance of its equipment and the reception of the programs carried thereon. Company assumes no responsibility for the condition, maintenance or repair of any television, computer or other receiver to which the converter(s) is installed, or for any damage thereto.

#### 4. Hold Harmless

1. Subscriber indemnifies and holds Company harmless from and against any and all demands, claims and suits of any kind whatsoever, including attorney's fees, witness fees, cost of defense, liabilities and other expenses for damages to persons or property, including, but not limited to, any employee, agent, servant, independent contractor, employees of such persons, or any guest occupancy of the Subscriber premises, in any way arising from the installation or use of the equipment.

#### 5. Installation and Maintenance

1. Time Hook-up Within a reasonable time, Company will provide and install all materials necessary for delivering video and/or data via the system to Subscriber premise equipment and as authorized by the franchise terms and other regulations under which Company operates.  
The installation will be in a good workmanlike manner, with the most appropriate method of installation to be determined by the Company's employees making the installation. Company will provide a maximum of eight feet of cable to connect the receiver for home video or data delivery and up to 150' of coaxial and or Category 5 cable for business video or data delivery. In the event Subscriber desires a receiver outlet to be located in an area which will require additional labor and/or materials than provided for in a normal\* hook-up, the Company will perform such work for a reasonable extra charge.
2. Mode of Installation: Company shall have the right to install, maintain, service, repair and replace on the premises components of the system, including, but not limited to conduit, cables, connectors, amplifiers, guy wires, aerial wires, underground cable poles, risers, service boxes, terminals, and to trench, bore and mount brackets and fixtures in and about the premises and structures thereon, for the purpose of the Agreement.
3. Right of Entry: Company, its agents and employees, shall at all reasonable times, pursuant to reasonable notice, have the right to go on the premises for the purpose of making periodic checks, adjustments, maintenance or repairs to any component of the system thereon as may be deemed necessary to the successful operation of the system as a whole or service to the premises. If the Subscriber is not the owner of the premises specified to be serviced in this Agreement, he/she agrees to indemnify and hold Company harmless from any and all claims of owner or interested parties arising out of the performance of this Agreement. Subscriber represents that either as owner or tenant of the premises, Subscriber is authorized to enter into and perform this Agreement.

4. Right to Repair Breach: All repairs, maintenance and modifications of the system shall be made only by Company or its agent. Subscriber agrees not to disturb, tamper with, reroute or in any way interfere with any component of the Company's system and Subscriber will not attach any electric, electronic or other device thereto, except a television or other electronic device approved by Volcano personnel. The unauthorized connections or modification of said installation shall constitute a breach of this Agreement and thereupon Company shall have an absolute right to cancel this Agreement after proper notification and to remove its lead line from the premises. Subscriber shall forfeit all fees and charges previously paid up to and including the cancellation date.
  5. Maintenance. Company will maintain the system in good working order and repair and will replace any defective or parts worn out by reasonable wear and tear of the system located upon Subscriber's premises without charge but Company has no obligation to replace or repair parts of the system damaged by other than normal and reasonable usage thereof.
  6. Modification: Any modification of the installation requested by Subscriber after location on Subscriber's premises has been completed will be paid by Subscriber at the cost of materials and the regular established labor charge of Company for such work.
  7. Service: Company will maintain service personnel in the system area as required by the cable communication system. If Subscriber desires information concerning the billing method used by the Company, or if the service provided by the Company is in any way substandard, Subscriber shall telephone such request for information or repair service directly to the Company during normal business hours.
6. Payment for Services
- Payment for video and/or data service is due as printed on each billing coupon. Prepayment of bill(s) may be done only as a convenience to the Subscriber. In no event will prepayment in advance of the effective date excuse Subscriber from liability for rate increases as may from time to time be made pursuant to Paragraph IX hereof.
7. Taxes. Subscriber agrees to pay all applicable Federal, State and local taxes and fees which may in the future be imposed or levied on or with respect to the service charges and the installation.
  8. No Liability for Events Beyond. Company shall have no liability of any nature for any failure or interruption of service resulting from any circumstances beyond its control or when necessary to service equipment. Subscriber understands that in providing service, Company is making use of public rights of way within the County franchise authority and

is also making use of poles owned jointly or separately by at&t, Volcano Telephone Company and Pacific Gas & Electric Company and that the continued use of these public rights of way and/or poles is in no way guaranteed. In the event the continued use of these public rights of way and/or poles is denied the Company for any reason, the Company will make every reasonable effort to provide service over alternate routes. Subscriber agrees he/she will make no claim nor undertake any action against the Company, its parent or affiliate company, the franchise authority and/or at&t, Volcano Telephone Company or Pacific Gas & Electric Company, or officers or employees of any of the aforesaid, together or separately if the service to be provided by the Company is interrupted or discontinued.

9. Program Service

Subscriber acknowledges that Company has the right at any time to preempt without prior notice to subscriber, the specific video program previously advertised as available to Subscriber and to substitute therefore what Company deems to be video programming of comparable quality. Company also reserves the right to increase, alter or otherwise change its then applicable fee structure upon thirty (30) days prior written notification to Subscriber, whereupon Subscriber may at his/her option, upon notice to Company, terminate service.

10. No Charge by Subscriber to Viewer Subscriber agrees not to make any charge for viewers, Subscriber will not and shall not authorize others to reproduce by any means, whether now known or hereafter devised, any part of the programming, the recordings of which are in violation of local, state or federal laws.

11. Assignment or Transfer This agreement is not assignable by Subscriber. Any attempt by Subscriber to sublet, assign or transfer any of the rights, duties or obligations of Subscriber under the Agreement without written approval of Company is prohibited. Company's consent to one assignment subletting or transfer of rights, duties or obligations of Subscriber under the Agreement is not consent to future assignment, subletting or transfer. Assignment subletting or transfer without Company consent shall be void and shall at Company's option terminate this Agreement.

12. Returned Checks Subscriber will be charged \$20.00 for each time a check is returned to Company from Subscriber's bank for any reason. Two incidents of returned checks for not sufficient funds (NSF) shall constitute a breach of this Agreement and constitute grounds for termination of service as provided in paragraph XIII. Therefore, Subscriber shall only be eligible for re-connection of service upon the cash deposit of one month's subscription price, which shall be subject to forfeiture, and service terminated upon subscriber's failure to make proper monthly remittance.

13. Breach of Agreement Disconnect Charges In the event of any breach of this Agreement by Subscriber or the failure of subscriber to abide by the rates, rules and regulations of

Company, the service may be forthwith discontinued without notice and at the option of the Company, its property removed. Failure of Company to remove its property shall not be deemed abandonment thereof. Furthermore, if Company is prevented from recovering its property because of some action or inaction, whether revocable or not, by the Subscriber, Company can at its option, charge Subscriber according to Table A if subscriber does not permit Company to retrieve its property from Subscriber's premises.

#### 14. Attorney's Fees

If action be brought to enforce collection or to preserve and protect any rights under this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys fees.

**Table A – Equipment Costs**

<b>Equipment</b>	<b>Replacement Cost</b>
DCT700	100.00
DCT2000/2500	250.00
DCT6200	400.00
DCT6400/3400	500.00
Cable Modem	75.00
Broadband Gateway	500.00
Remote Control	10.00

\*Normal Hook-up: Not to exceed 300 feet of transmission cable from closest point of system to outlet location. Additional footage, as well as underground, concealed-in-the-wall wiring, or other special types of construction, installation, or connection will be billed on a time and materials basis at a rate not to exceed the existing loaded hourly rate.