



# MyTV TERMS OF SERVICE

## About This Agreement, Our Services, and Your Rights

Randolph Telephone MyTV Services will be provided to you (“you,” “your,” or “Customer”) at your residence (“the Premises”) by Randolph Telephone (sometimes “us” or “we”) on the terms and conditions set forth in this Agreement for Residential Services (the “Agreement”) by any applicable Tariff(s) on file with the FCC, state utilities commission or other comparable state agency. This document describes the terms and conditions of your receipt and payment of Randolph Telephone MyTV service and is subject to arbitration (section 9). **IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US PRIOR TO INSTALLATION AND WE WILL CANCEL YOUR SERVICE. BY RECEIVING OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING. YOU MAY CONTACT RANDOLPH TELEPHONE BY MAIL AT 3733 OLD COX ROAD, ASHEBORO, NC 27205, OR BY PHONE AT (336) 879-5684 OR (336) 622-7900.**

## CUSTOMER AGREEMENT

### 1. OUR SERVICE

These are the terms on which we will provide you Service:

(a) **Program Choices.** You must subscribe to the base package in order to receive additional Services, such as premium movie services or sports subscriptions. All programming selections have their own rates, terms, and conditions and are subject to change at any time. Current programming and Pricing/Installation rates are listed at [rtmc.net/video](http://rtmc.net/video) or [rtelco.net/video](http://rtelco.net/video) or by contacting Randolph Telephone.

(b) **Your Programming Changes.** You may change your programming selection by notifying us. Some programming may be purchased in minimum blocks of one month or multiples of one month.

(c) **Our Programming Changes.** Many changing considerations affect the availability, cost and quality of programming and customer demand for it. Accordingly, we must reserve the unrestricted right to change, re-arrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we

offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases, this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(d) **Private Viewing.** We provide Service only for your private non-commercial use, enjoyment, and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments, designated commercial packages excepted. You may not rebroadcast, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks. Notwithstanding the provisions of Section 9, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission, and other applicable laws.

(e) **Blackouts.** Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(f) **Randolph Telephone MyTV Equipment.** You agree that except for the wiring installed inside the Premises (“Inside Wiring”), all Randolph Telephone MyTV Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. Randolph Telephone MyTV Equipment includes all new or reconditioned equipment installed, provided to you by us, including but not limited to, cabling or wiring and related electronic devices, set top boxes, remotes, modems, multimedia terminal adapters (“MTA”), wireless gateway/routers, any other hardware and all software or “downloads” to Randolph Telephone MyTV Equipment. You agree to use Randolph Telephone Equipment only for the Services provided pursuant to this Agreement. We may remove or change the Randolph Telephone MyTV Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You agree to allow us access to the Premises for these purposes. You may not sell, lease, abandon or give away the Randolph Telephone MyTV Equipment, or permit any other provider of video services to use the Randolph Telephone MyTV Equipment. The Randolph Telephone MyTV Equipment may only be used in the Premises. At your request, we may relocate the Randolph Telephone MyTV Equipment in the Premises for an additional charge, at a time agreeable to you and us. **YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE RANDOLPH TELEPHONE EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.** You agree that you will not allow anyone

other than Randolph Telephone employees to service the Randolph Telephone MyTV Equipment. We suggest that the Randolph Telephone MyTV Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Randolph Telephone MyTV Equipment to us in an undamaged condition.

i. **Loss of Receiving Equipment.** You should notify us immediately if your receiver, remote control or other equipment necessary to receive programming (referred to collectively as “Receiving Equipment”) is lost or stolen. If you notify us within five (5) days, we will not charge you for any unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice.

ii. **Transfer of Receiving Equipment.** We consider you to be responsible for, and the recipient of our programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment by others until you notify us of a transfer. This Agreement and the Services furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. Receiving Equipment may not be transferred. We may freely assign our rights and obligations under this Agreement with or without notice to you.

(g) **Customer Equipment.** Responsibility: Randolph Telephone has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that you elect to use in connection with the Services or Randolph Telephone MyTV Equipment (the “Customer Equipment”).

i. **Non-Recommended Configuration:** Customer Equipment that does not meet Randolph Telephone’s minimum technical or other specifications constitutes a “Non-Recommended Configuration.” **NEITHER RANDOLPH TELEPHONE NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR RANDOLPH TELEPHONE EQUIPMENT. NEITHER RANDOLPH TELEPHONE NOR ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.** Randolph Telephone reserves the right to deny you customer support for the Services and/or terminate Service(s) if you use a Non-Recommended Configuration.

ii. **No Unauthorized Devices or Tampering:** You agree not to attach any unauthorized device to Randolph Telephone MyTV Equipment or Services. If you make any unauthorized connection or modification to Randolph Telephone MyTV Equipment or the Services or any other

part of our network, we may terminate your Service and recover such damages as may result from your actions. Unless expressly authorized by us, you agree not to install anything to intercept or receive any of the Services offered over our network or to assist any person in intercepting or receiving any of the Services offered over our network. You also agree that you will not attach anything to the Inside Wiring, Randolph Telephone MyTV Equipment or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our network or degrades our network's signal quality or strength or creates signal leakage. You hereby agree that we may recover damages from you for tampering with any Randolph Telephone MyTV Equipment of any other part of our network or for receiving unauthorized Service(s). You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the alteration or improper use of Randolph Telephone MyTV Equipment. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Services in addition to our cost to replace any altered, damaged or unreturned Randolph Telephone MyTV Equipment or other equipment owned by Randolph Telephone, including any incidental costs. The unauthorized reception of the Services may also result in criminal fines and/or imprisonment.

(h) **Your Viewing Restrictions.** It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. For more information on parental controls, locks and limits, and password protection for your account, please contact Randolph Telephone at 3733 Old Cox Road, Asheboro, NC 27205, by phone at (336) 622-7900, or visit [rtmc.net/video](http://rtmc.net/video) or [rtelco.net/video](http://rtelco.net/video) for more details.

(i) **Change of Address.** You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

## 2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) **Programming.** You will pay in advance, at our rates in effect at the time, for all Services ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. The outstanding balance is due in full each month. Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring charges for any non-recurring services you have received. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period.

(b) **Taxes.** You will pay all applicable federal, state, and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. You agree to pay any fees which Randolph Telephone invoices you for municipal, state and federal government fees or assessments imposed on Randolph Telephone, or any programs in which Randolph Telephone participates, as required by law. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law. All Fees may not apply to all Services.

(c) **Administrative Fees.** In order to control the basic charges, which apply to all customers, we charge fees that arise in specific circumstances only to those customers responsible for them. This list is not exclusive, and Randolph Telephone reserves the right to modify these fees or charge additional fees. Accordingly, you agree to pay the following fees when they are applicable at the currently established amount (refer to Pricing/Installation Guide in your Welcome Kit or [rtmc.net](http://rtmc.net) or [rtelco.net](http://rtelco.net)) or the maximum amount permitted by applicable law.

(1) **Installation Fee:** We may charge you a fee for the installation of your Service for expenses related to equipment and wiring required for Service. If you a 12 month term, then we will waive this fee.

(2) **Administrative Late Fee: If we do not receive your payment by the due date on your bill, we may charge you an administrative late fee per month or partial month until the delinquent amount is paid in full.** This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations set forth by law in your state.

(3) **Deposits:** We may require that you provide a refundable deposit when you activate the Service(s), which we may apply against any unpaid amounts at any time. We may also require you to pay a refundable deposit after activation of the Service(s) if you add Randolph Telephone MyTV Equipment and/or Service(s) or if you fail to pay any amounts when they are due hereunder. Deposits will not earn interest. If we permanently disconnect your Service(s) or are otherwise required under applicable law to refund the deposit, we shall after three (3) billing cycles, or as otherwise specified by applicable law, return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for Services or for any Randolph Telephone Equipment that is damaged, altered, or not returned). Deposits will be returned as credits after twelve (12) consecutive months of on-time payments, without late notices or disconnections.

(4) **Early Cancellation Fee:** You may cancel your order anytime prior to installation. If you cancel your Service after installation or we deactivate your Service because of your failure to pay or for some other breach on your part, you will be charged the cost of installing your Service, if these costs were initially waived, at the time of cancellation.

(5) **Returned Payment Fee:** If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you the maximum amount permitted by applicable law. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

(d) **Billing Statements.** Services are billed to you on a month-to-month basis. You will generally be billed in advance for recurring service charges, equipment charges, and fees. We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases, and any other charges to your account (2) the amount you owe us and (3) the payment due date.

(e) **Questions About Your Statement.** If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. **Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service. Your statement is deemed correct and final if you do not dispute any charge appearing thereon within sixty (60) days of the statement date.**

(f) **Consents Regarding Credit.** In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require pre-payment for any Service via cashier's check, money order, or credit card, notwithstanding your credit rating, past history or practice.

(g) **Collection Costs.** To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

## 3. CUSTOMER INFORMATION

(a) **Representations.** You represent that you are at least 18 years of age and a resident of the United States.

(b) **Contact Information.** You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it

true, accurate, and complete.

#### 4. CHANGES IN CONTRACT TERMS

Randolph Telephone reserves the right to change the terms and conditions on which we offer Service. If we make any such changes, we will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e-mail, on our website, or by other permitted communication. If you find the change unacceptable, you always have the right to cancel your Service, in whole or in part at any time. If you do cancel, you may be charged the installation fee if it was otherwise waived. You may be issued a credit, if any, in accordance with Section 5. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

#### 5. CANCELLATION

(a) **Term.** The term of this Agreement is indefinite and Service will continue until canceled as provided herein. UNLESS YOU NOTIFY US THAT YOU WISH TO CANCEL IT, WE WILL AUTOMATICALLY RENEW SERVICE THAT YOU SUBSCRIBE TO ON A PERIODIC BASIS, INCLUDING ANY MONTHLY OR ANNUAL SUBSCRIPTIONS AND SEASONAL SPORTS SUBSCRIPTIONS, AS LONG AS WE CONTINUE TO CARRY THE SERVICE.

(b) **Your Cancellation.** You may cancel Service by notifying us in one of three ways: (i) send a written notice to the postal address noted in this agreement; (ii) send an electronic notice to the e-mail address specified on [rtmc.net/video](http://rtmc.net/video) or [rtelco.net/video](http://rtelco.net/video); or (iii) call our customer service line during normal business hours. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date.

For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.

(c) **Our Cancellation.** We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, or breach any other material provision of this Agreement, or act abusively toward our staff. In such case, you will still be responsible for payment of all outstanding balances accrued through the effective date of cancellation, including the installation fee if it

was initially waived. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4.

(d) **Returning Equipment.** Within thirty (30) days of the date on which Services are disconnected, you will return all Randolph Telephone MyTV Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted. Otherwise, you will be charged the amount set forth in the current pricing lists for such Randolph Telephone MyTV Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of Randolph Telephone MyTV Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the Randolph Telephone MyTV Equipment.

(e) **Credit Balances.** If you have a credit balance after the close of your account and issuance of the final bill, we will automatically issue you a refund after three (3) billing cycles to the address on record.

(f) **Customers must subscribe to basic local telecommunications services from Randolph Telephone to acquire additional services, such as MyTV.**

#### 6. PERSONAL DATA

We collect personally identifiable information about our customers ("Personal Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement. A copy of our Privacy Policy is available at [rtmc.net](http://rtmc.net) or [rtelco.net](http://rtelco.net). We will also send you a copy if you send your written request to this address: Randolph Telephone Privacy Policy, 3733 Old Cox Rd., Asheboro, NC 27205.

#### 7. LIMITS ON OUR RESPONSIBILITY

(a) **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. **THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.**

(b) **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED.

(c) **Limitations of Liability.** WE ARE NOT RESPONSIBLE FOR

ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE, WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE THIRTY (30) DAY PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) **Warranty Services.** You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee-based or other warranty programs.

#### 8. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: (a) **Informal Resolution.** We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(d) below) for at least sixty (60) days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) **Formal Resolution.** Except for claims for injunctive relief, as described below, any past, present, or future controversy or claim arising out of or related to this agreement shall be resolved by binding arbitration administered by the American Arbitration Association under its commercial arbitration rules, including, if applicable, the supplementary procedures for the resolution of consumer related disputes. Consolidated or class action arbitrations shall not be permitted. The arbitrator of any dispute or claim brought under or in connection with this agreement shall not have the power to award injunctive relief; injunctive relief may be sought solely in an appropriate court of law. No claim subject to arbitration under this agreement may be combined with a claim subject to resolution before a court of law. The arbitrability of disputes shall be determined by the arbitrator. Judgment upon an award may be entered in any court having competent jurisdiction. If any portion of this section is held to be unenforceable, the remainder shall continue to be enforceable, except that if the prohibition against consolidated or class action arbitrations set forth above is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

#### 9. MISCELLANEOUS

(a) **Notice.** Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via internet to the email address

you provided us, or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) **Applicable Law.** The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the State of North Carolina. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

(c) **Assignment of Account.** We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) Randolph Telephone MyTV Services are not available in all areas. Some restrictions may apply.

(e) **Other.** This Statement of Terms of Service, together with any Acknowledgement, minimum term addendum, lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Receiving Equipment or Services constitute our entire agreement ("the Agreement"). The terms of the Agreement supersede any prior agreement or understanding between you and us regarding the Services, whether oral or written. No salesperson or other representative is authorized to change the Agreement. If any provision is declared by a competent authority to be invalid, the provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed. **THANK YOU.**

