



Terms & Conditions

nTelos Media Inc. / nTelos Video Services

The person designated as Customer (herein called "Customer") and at the Customer's service address property (herein called "Premises") has requested and subscribed to nTelos Video Services (herein called "Service(s)") from nTelos Media Inc. (herein called "Company"). Upon execution of the Service(s), the Customer and Company hereby agree to comply with the following conditions of Service(s):

FEES AND PAYMENT

1. Customer agrees to pay, when due, any required connection fees and line conditioning charges and to pay the monthly service charge prescribed by the Company. Company shall have the right to disconnect and discontinue the facilities providing Service(s) upon failure of Customer to pay any sums of money due the Company, when due, and for any breach of the following conditions contained herein.
2. Company shall have the right to deduct or offset any charges which Customer may owe Company against any prepaid service charges held by the Company.
3. Payment is due within 25 days of the invoice date. Accounts unpaid 25 days after the invoice date may be subject to an interest charge of 1.5% per month and may have Service(s) terminated or disconnected. Such termination does not relieve the Customer of their obligation to pay the amount owed. If the Customer defaults on payment, the Customer agrees to pay nTelos the amount owed and reasonable expenses, including attorney fees, court costs, service fees and collection agency fees, incurred in enforcing its rights under this document. Monthly fees will be charged one month in advance. Monthly service charges will be pro-rated if Customer terminated Service(s). Customer may cancel Service(s) at any time by notifying the nTelos office in writing at the following address – nTelos, P.O. Box 1408, Waynesboro VA 22980. Any applicable early termination fees are payable upon termination of Service(s).
4. If Customer does not have the power of control of the Premises specified herein, Customer agrees to obtain and furnish permission to Company from such third party for any required installation, service and inspection contemplated under these Conditions of Service(s). Should Customer fail to secure consent, as provided herein, Customer will indemnify and hold Company harmless from any and all claims of such owners or interested party arising out of performance of this Service(s).
5. LIMITED LIABILITY: ANY LIABILITY OF THE COMPANY INCLUDING WITHOUT LIMITATION, LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, ELECTRICAL SURGE/DAMAGE/INTERFERENCE, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF RECORDS WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF CUSTOMER TO THE COMPANY FOR THE CURRENT MONTH.
6. Technical support is provided for Service(s) on a 24 x 7 basis.
7. It is not acceptable to use Service(s) for any purposes that violate U.S. state laws. It is also not acceptable to use Service(s) to interfere with or disrupt network users, service or equipment. Such interference includes, but is not limited to: distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to other computational, information or communications devices or resources. Unacceptable use will result in immediate termination of Service(s).
8. INSTALLATION AND EQUIPMENT: EQUIPMENT PROVIDED BY COMPANY TO CUSTOMER IS TO BE RETURNED TO COMPANY IN GOOD WORKING CONDITION UPON TERMINATION OF SERVICE(S). IF THE EQUIPMENT IS LOST, STOLEN, DAMAGED, ALTERED, DESTROYED, OR OTHERWISE CANNOT BE PROMPTLY RECOVERED BY COMPANY, CUSTOMER AND COMPANY AGREE THAT DAMAGES ARE DIFFICULT OR IMPRACTICAL TO ASCERTAIN. THEREFORE, THE CUSTOMER AGREES TO PAY THE SUM OF \$250.00 FOR NON-DVR RECEIVERS, \$350.00 FOR DVR-CAPABLE RECEIVERS AND \$15.00 FOR EACH REMOTE CONTROL AS LIQUIDATED DAMAGES. UNAUTHORIZED USE OF EQUIPMENT IS A VIOLATION OF LAW AND WILL BE PROSECUTED.
9. PRIVACY: The nTelos Video Television Customer Privacy Notice is on the reverse.

Customer Signature: _____ Date: _____

nTelos Video Television Privacy Notice

As a customer of nTelos subscribing to video television services and/or other services provided over the video system, you are entitled, under the Cable Communications Policy Act (the "Cable Act"), to know the limitations imposed upon video operators in the collection and disclosure of personally identifiable customer information. You are also entitled to know the type of personally identifiable information collected, how such information is used, under what conditions it is disclosed, the period during which it is maintained and the rights of customers concerning access to such information and its disclosure.

The law relates only to personally identifiable information. It also applies only to information that you have furnished to us and certain information that is transmitted over our video facilities. This law does not apply to anonymous aggregate customer information, which is information the video system collects or assembles that is devoid of all personally identifiable information relating to our customers (i.e., it is anonymous). nTelos collects such information in order to provide and manage the quality of the services requested.

1. Collection and Use: To better provide you with reliable service, nTelos keeps regular business records that contain the following types of personally identifiable information: name, service address, billing address, home and/or other telephone number(s), social security number or driver's license number, service information, and customer correspondence and communications records. We also maintain information concerning billing, payment, security deposits, maintenance and repairs, video equipment on customer's premise, as well as other service-related information.

We collect, maintain and use this information, generally to conduct business activities related to providing you with video television and other services. **We cannot use the video system to collect your personal information without your written consent unless it is collected for purposes outlined in this notice.** Our detailed business records are used, and personal information contained in them disclosed, generally to help ensure you are being properly billed for the services you receive, to send you pertinent information regarding your video services, to improve the quality of the services we provide to you, and for other service-related activities. More specifically, this information is used for financial, legal, tax and accounting purposes, to install, maintain and disconnect services, to bill and collect charges for the services that you receive, to gauge customer mailings and to answer questions from you concerning your bill and services provided to you. We take all reasonable precautions to identify you or your authorized representative as the inquirer on your account and to otherwise prevent unauthorized access to your account information.

2. Disclosure: nTelos considers the personally identifiable information contained in our business records to be confidential and will not disclose it without your prior written or electronic consent except as provided in this notice. We may disclose this information, however, if the disclosure is necessary for rendering or conducting a legitimate business activity related to a video service or other service nTelos provides to you. The types of persons to whom personal information may be disclosed in the course of our business include our employees, attorneys, agents, affiliates, accountants, billing and collection services, programming suppliers, program guide suppliers, and authorized representatives of the franchising authority. Your consent is not required for us to make such disclosures for legitimate video business purposes.

nTelos may also disclose anonymous aggregate information, which information cannot be associated with any particular customer. While we do not currently sell lists containing the names and addresses of our customers or otherwise release customer lists to third parties not facilitating our services to you, the law permits nTelos to disclose only names and addresses of its customers to charities, marketing organizations, and other businesses for use in mailing lists, telephone or mail solicitation, market research or

other uses. This type of disclosure, however, cannot reveal, directly or indirectly, the extent of your viewing or other use of a service or the nature of any transaction you have made over the video system. You have the right to limit or prevent your name and address from being included on such a list. If you wish to be excluded from any such list, you must notify us in writing at this address: nTelos Customer Care, 1160 Shenandoah Village Drive, Waynesboro, VA 22980. Your notice to us must include:

- your name
- full mailing address
- account number
- date and signature

nTelos will not make personally identifiable information about your video programming service records available to government entities unless we are required to do so by court order. Under subsection (h) of Section 631 of the Cable Act, before the court will order us to disclose any personally identifiable information about your video programming service records, the government entity seeking the information must offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. If a government entity is seeking personally identifiable information about you under these circumstances, the court must afford you the opportunity to appear and contest the government entity's claim prior to issuing an order to nTelos to produce the records.

Under the recently enacted USA Patriot Act, nTelos may be required to make certain personally identifiable information about its video customers (excluding video programming service records as discussed above) available to government entities upon receipt of a valid subpoena. You are not entitled to receive advance notice of the disclosure.

In addition, under the USA Patriot Act, nTelos may disclose, voluntarily and without prior notice to the subscriber, communications to law enforcement if nTelos reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay.

3. Retention: nTelos maintains the information in our regular business records as long as you are a customer and for a period of time thereafter if necessary for our business or legal purposes. Unless there is a legitimate request or order to inspect the information outstanding, we will destroy the information once it is no longer necessary for our business purposes.

4. Subscriber Rights: nTelos will make available to you for examination any personally identifiable information about you collected and maintained in our business records within a reasonable period of time. You shall be responsible for the cost of copying any documents you request. We will make this information available during normal business hours at the nTelos office and will give you an opportunity to correct any error in the information we maintain. Section 631 of the Cable Act gives you specific rights if these provisions are violated. If you believe that a violation of these provisions of the Cable Act has caused you harm, you may bring a civil action for damages in United States District Court.

5. Complaint Resolution: If you have a complaint regarding any aspect of your video service, we encourage you to call Customer Care at 611 or 1-877-4NTELOS. You may also submit your complaint in writing to nTelos Customer Care, Video Services, 1160 Shenandoah Village Drive, Waynesboro, VA 22980. You may also contact your local franchising authority: County of Botetourt, One West Main Street, Fincastle, VA, 24090, (540) 473-8223; City of Waynesboro, 503 West Main Street, Waynesboro, VA, 22980, (540) 942-6600. City of Lynchburg, Attn: Mike Goetz, 3550 Young Place, Lynchburg, VA 24501.