

These are the policies and practices by which your local cable company currently provides your monthly cable television and/or Internet service. We reserve the right to change these Terms at any time by posting the amended Terms to our website at www.tulalipbroadband.com. All such changes are hereby incorporated into the Terms. Please check these terms periodically for any changes, as any changes posted to the web site identified above will be binding on you if you continue to be our customer.

1. EQUIPMENT

“Equipment” may include one or more of the following: CONVERTER, REMOTE CONTROL, MODEMS OR ANY OTHER EQUIPMENT INSTALLED IN OR AROUND YOUR HOME TO PROVIDE YOU WITH CABLE OR INTERNET SERVICE. You are responsible for preventing the loss of or damage to the equipment within your home. Except for batteries, the equipment contains no user serviceable parts. We currently make reasonable repair or maintenance calls at no charge to you. However, if the equipment requires repair or maintenance because you or persons within your control mistreated or neglected it or if the problem is caused by your television, then you may be required to pay us for the cost of necessary repair or maintenance call. We DO NOT service television receivers or any other television related equipment, such as VCR’s or home antennas, which is not owned by us, even if it is attached to the cable or to the equipment.

If you cease to be our customer, then it will be your responsibility to return the equipment to us. DO NOT leave the equipment in your vacant home or with anyone else. The equipment must be returned to your representative in working order, to avoid being charged the retail price for a new replacement for each piece of equipment not returned.

2. ACCESS TO CUSTOMER’S HOME

You authorize us to enter into your home, in your or your representatives presence or upon your property during normal business hours or by appointment, to install, inspect, maintain, replace; remove or otherwise deal with our equipment and service. This authorization includes allowing us to enter on the property outside your home at reasonable times even if you are not at home. You authorize us to make connections and perform any other tasks we deem necessary or desirable to enable us to render service.

3. PROVISION OF SERVICE

We are not responsible for interruptions in service due to circumstances beyond our control including with limitation, acts of God, power failure or any other condition. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT OR SERVICE PROVIDED TO YOU, ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

YOU AGREE NOT TO ATTACH ANY UNAUTHORIZED SERVICE TO THE CABLE AND/OR INTERNET EQUIPMENT. If you make unauthorized connection or modification to the equipment, or another part of the Cable TV System, you will be in breach of these policies and we may terminate your service. We shall be entitled to recover damages from you for tampering with any of the equipment or any other part of the Cable TV System or receiving any unauthorized service or programming.

4. CHANGE OF SERVICE AND CHARGES

The service programming, other services, equipment and our charges and rates for them are subject to change. We may, from time to time, rearrange, delete, and/or otherwise change programming or services contained on our basic cable or other services.

5. PAYMENT FOR SERVICE

Service is provided, on a month-to-month basis. Charges for service start the day after service is installed. When service is installed, the charges for one month’s service, any required deposits, any installation fees, and any equipment lease fees are payable in advance. Thereafter you agree to pay us monthly in **advance** for service and for any late charges or administrative fees due to late payments, any returned check charges or any other fees or charges due to us.

YOU WILL HAVE TO PAY A LATE FEE FOR ANY PAYMENTS RECEIVED AFTER THE DUE DATE ON YOUR BILL. When you receive your bill, the current charges are due on or before the due date listed. Any outstanding balance plus the late fee will be considered **PAST DUE** and is due immediately. We reserve the right to change any late fees, administrative fees, or any other fees or charges due us at any time.

IF YOUR SERVICE IS DISCONNECTED, because you did not pay your bill, you will be required to pay **ALL** past due charges, a Non-Pay (N/P) reconnect fee, and a minimum of one (1) month’s advance charges prior to reconnection of your service. Reconnection will be scheduled according to what is available. Converters, remotes and modems **ARE THE PROPERTY OF TULALIP BROADBAND** and must be returned at the time of disconnection to avoid substantial equipment charges.

You must bring any billing errors or requests for credit to our attention within six months of the time you receive the bill for which you are seeking correction of a billing error or a credit. You are responsible for payment of any adjustments or corrections to your billing.

6. All charges are subject to prevailing rate structure and/or local franchise provisions.

7. You the buyer, may cancel this transaction at any-time prior to midnight of the third business day after the date of the transaction.