



Cable Terms and Conditions

At the request of the Customer, Innfinity, LLC has installed Equipment to provide Cable and/or Internet Services. In consideration of the installation and provision of Cable and/or Internet Services, Customer and Innfinity, LLC agree as follows:

Equipment

-Ownership of Equipment. For purpose of this Agreement, "Equipment" includes all Equipment installed in or on Customer's premises by Innfinity, LLC including, without limitation, converter, wiring, decoders, modems, terminals, remote controls. The Equipment shall remain the sole and exclusive property of Innfinity, LLC, unless otherwise specified in writing by Innfinity, LLC or as provided by the FCC's inside wiring regulations.

-Tampering/Misuses. Customer shall not alter, misuse, abuse, appropriate, remove, repair, or in any manner tamper with the Equipment. Nor shall the Customer remove from the equipment any markings or labels affixed therefore indicating Innfinity, LLC ownership of the Equipment. Equipment cannot be removed from the Customer's premises and used in another location without Innfinity, LLC's prior express permission.

-Outlets. Customer shall not disturb, alter, or remove outlets or any other Equipment and will safeguard such outlets and equipment from damage and will not permit anyone other than an Innfinity, LLC authorized representative to perform any work on the outlet or other Equipment. Any additional outlets that do not meet Innfinity, LLC wiring specifications will be rewired by Innfinity, LLC; and Customer will be charged an installation fee for the additional outlet.

-Damage, Lost or Stolen. Customer is responsible for the safe keeping of all Equipment placed in or on Customer's premises. In the event that the Equipment is destroyed, damaged, lost or stolen while in customer's possession, Customer shall be liable for the cost of repair or replacement of the Equipment.

-Termination of Services. Upon termination of services for any reason, Customer's right to possession of Equipment shall likewise cease and terminate. Customer agrees to immediately return all Equipment in the operating condition as when received (reasonable wear and tear accepted) directly to Innfinity, LLC or a representative thereof except as may otherwise be required by FCC's inside wiring regulations. If Customer fails to return Equipment, Customer agrees to pay Innfinity, LLC the sum of up to \$212.00 for each receiver, \$212.00 for each addressable Modem, \$65.00 for each router, and \$25.00 for each remote control unit, and the replacement cost (without deduction for depreciation, wear and tear or physical condition) for any other item of Equipment that is not returned. In the event that Customer fails or refuses to promptly return the Equipment, Innfinity, LLC may enter property where the Equipment may be located for the purpose of discontinuing cable service and/or collecting said Equipment.

Services, Rate and Charges

-Installation Charges. All installs are subject to standard install rates per service requested. Promotional discounts for installation charges require a minimum 90-day service commitment per service installed. Regular installation charges will be applied to account for early termination of any discounted service installation. For standard installations we will utilize current wiring which does not include additional special wiring, repair of outlets or other special procedures for which additional charges apply.

-Promotions. If customer is disconnected at any point during their promotional period, charges for reconnection, service and equipment will be billed at standard rates.

-Payment. Customer agrees to pay for all services provided to Customer including charges for installation, Equipment, services provided on a per-channel or per-program basis, any other services provided and all applicable local, state or federal fees and taxes. Charges are billed in advance and are due upon receipt of bill or by date specified on the billing statement for each period.

-Changes in Service and Charges. Customer understands and agrees that from time to time: Innfinity, LLC may change or delete its services, and may change its service and other charges. Innfinity, LLC will give reasonable prior notice of increases or other changes in its charges in conformity with applicable law. Customer further understands and agrees that, without liability to Innfinity, LLC that content, programs and/or formats of the services may be discontinued, modified or changed by the owners of such services at any time without prior notice to the Customer. Customer acknowledges that Innfinity, LLC cannot control the lawful "blacking out" of certain events or programs, and Innfinity, LLC has no responsibility, therefore.

-Late Charges. Customer understands, Innfinity, LLC may impose an administrative late fee for each month's charges not paid when due. Customer also understands it is at Innfinity, LLC's discretion to waive said late fees and only one late fee may be waived in a 12-month period.

-Other Charges. If service is disconnected, Innfinity, LLC may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If Customer's check is returned for insufficient funds, Innfinity, LLC may impose a service charge of \$30.00. If Customer has not paid amounts due hereunder within 30 days of the due date therefore, and it is reasonably necessary for Innfinity, LLC to use the services of a collection agency and/or attorney to collect said amounts due, the Customer agrees to pay Innfinity, LLC in addition to other amounts due, all reasonable agency and attorney fees that are incurred by Innfinity, LLC including with limitation, court costs. If a voluntary or involuntary petition in bankruptcy is filed against Customer, Innfinity, LLC may require a reasonable security deposit to continue service.

-Transfer of Account or Change of Residence. Customer may not assign or transfer its obligations or right contemplated by this agreement without the express written consent of Innfinity, LLC unless consent is granted; all accounts must be closed and reopened under the name of a new customer for issuance of a new account number.

-Theft of Service. The receipt of services without proper payment to Innfinity, LLC is a crime. Customer understands that the law prohibits; 1) theft or unauthorized reception of cable programming; 2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended or such unauthorized use); and 3) willful damage, alteration or destruction of Equipment. Customer can be subject to both civil and criminal penalties for such conduct.

Operation, Maintenance and Repair

-Service and Repairs. Innfinity, LLC undertakes reasonable efforts to maintain the system and respond to service calls in a timely manner. Innfinity, LLC will repair damage to Equipment, or interruption of service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by Customer's intentional or negligent misuse is the sole responsibility of Customer who shall pay Innfinity, LLC its then current rate for the cost of repair or replacement.

-Access on Premises. Innfinity, LLC may enter into, upon and over Customer's premises periodically during the term of this agreement to install connect, inspect, maintain, repair or alter its outlets and Equipment. To the extent the same is consistent with Customer's ownership of the premises. Customer grants Innfinity, LLC a temporary and permanent easement to construct, install, maintain, and/or replace cable television transmission lines and all other Equipment necessary in connection with the provision of cable television services.

-Customer as Renter. In the event Customer is not the owner of the premises upon which Innfinity, LLC outlet and Equipment are to be installed, Customer warrants to Innfinity, LLC that they have obtained the consent of the owner of the premises for Innfinity, LLC to make installation and maintenance contemplated by this agreement. If Customer is not the owner of such premises Customer agrees to indemnify and hold Innfinity, LLC harmless from and against any claims of the owner arising out of the performance of this agreement.

- Customer's Equipment. Innfinity, LLC shall not have any responsibility for the operation, maintenance or repair of any customer equipment, including but not limited to television, VCR's audio receiver and other devices. Without limiting the foregoing, Innfinity, LLC shall have no liability for lightning damage to any such customer equipment. Customer shall not connect more than one television and/ or stereo receiver to an outlet without notifying Innfinity, LLC of the connection.

- Service Interruptions. In the event of complete failure of service for 72 consecutive hours or more, Customer is entitled to a prorated credit upon request. In the event of an outage during a live or special pay-per-view event ordered by Customer, upon request, Customer is entitled to a pro rate adjustment of the event fee based upon the number of minutes of the outage. To qualify for an adjustment, Customer must request a credit within thirty (30) days of the failure. Innfinity, LLC shall assume no liability for interruption of cable service or alterations on programming due to circumstances beyond its control, including without limitation, acts of God, natural disaster, fire civil disturbance, strike or weather.

- Credits and Refunds. All requests for billing credits and refunds must be made within (30) days of error.

Termination: Miscellaneous

-Termination by Customer. A customer must provide **Innfinity, LLC with at least 7 days advanced notification to terminate service.** A customer may initiate service termination by either a) notifying Innfinity, LLC business office or a representative thereof, during normal business hours and scheduling a physical disconnection of service and equipment recovery, or b) by directly and personally surrendering all rented equipment to a Innfinity, LLC office. Account holders are liable for all services rendered by Innfinity, LLC up to the time the account has been de-activated and for Innfinity, LLC equipment until it is returned.

-Compliance with Agreement: Termination by Innfinity, LLC Acceptance of service implies acceptance of the terms and condition herein. Innfinity, LLC specifically reserves the right to suspend or terminate service for the breach of any of the policies, terms and conditions of this Agreement. It is mutually agreed and understood that should any provision of this Agreement be ruled invalid by a competent jurisdiction, all remaining provisions shall remain in full force and effect as if judicially declared invalid provision were originally deleted here from.

- Limitation of Liability. Innfinity, LLC shall not be liable for any substitution, discontinuation or modification of any programming.

- Amendment. Innfinity, LLC may amend the terms and condition of the agreement upon reasonable prior written notifications to Customer.

- Notifications. Customer acknowledges receipt of a Privacy Notification as required by the Cable Communications Policy Act of 1984. Innfinity, LLC will provide a new notice each year as required by law.

-No Representations, statements, or warranty, other than specifically set forth in the Agreement, shall be binding upon Innfinity, LLC. The Customer accepts the terms and conditions as stated on both sides of this order. The same is also acknowledged by Customer to constitute the entire agreement between the Customer and Innfinity, LLC. No undertaking, representation or warranty made by any agent or representative of Innfinity, LLC in connection with the installation, maintenance or providing a Tel-Star Communications, Inc. services shall be binding on Innfinity, LLC unless expressly included herein. The Customer also acknowledges that all the work has been completed in a satisfactory manner.