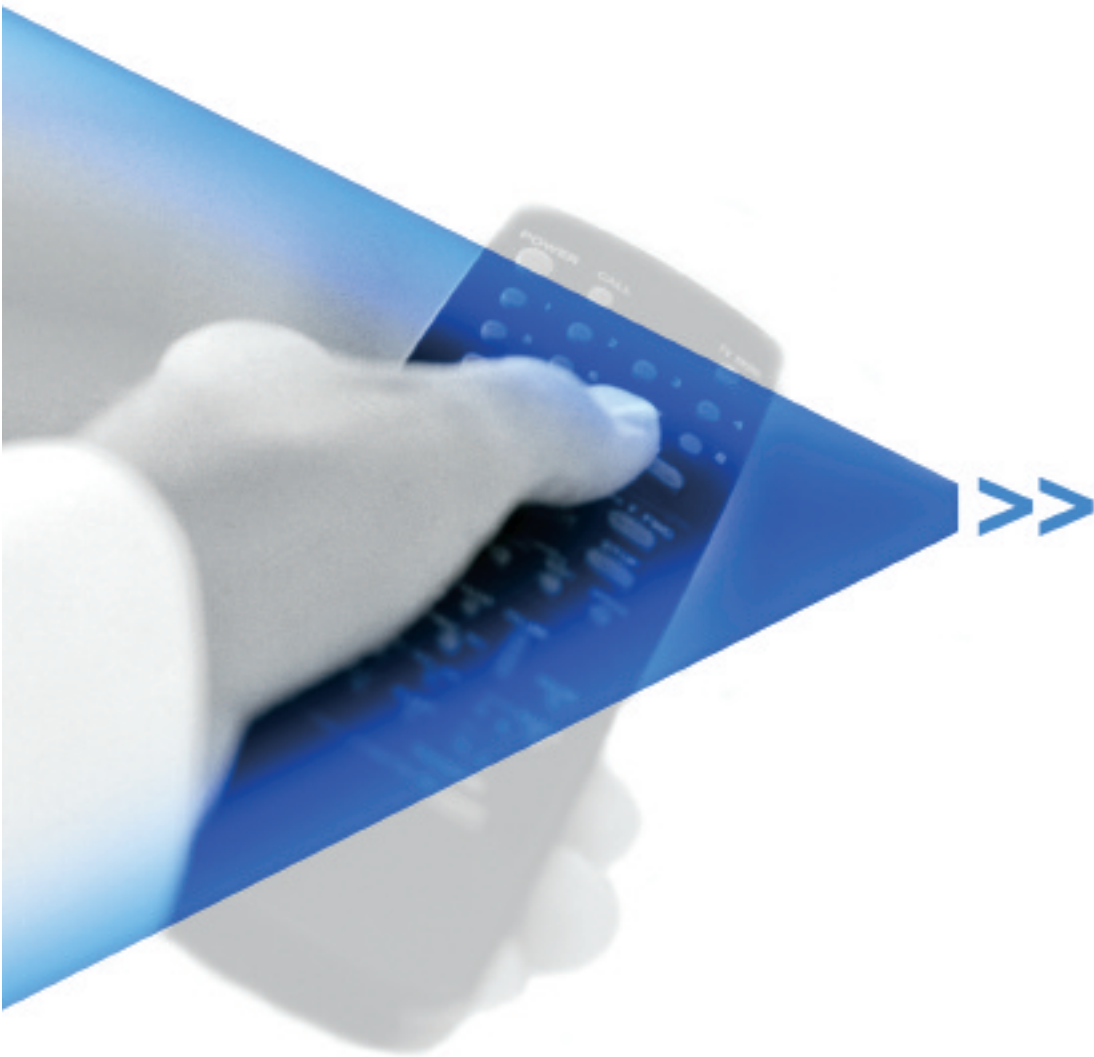


Welcome to BellSouth® Cable TV Service



 **BELLSOUTH**
Listening. Answering.™

bellsouth.com/entertainment



>> Welcome to BellSouth® Cable TV Service

Dear Valued Customer:

BellSouth constantly strives to bring you the very best in video entertainment. As always, our goal is to provide you with a quality product, at competitive rates with superior customer service.

Inside this Welcome Kit you'll find everything you need to make your BellSouth Cable TV service easy to understand and enjoy.

We at BellSouth are committed to:

- Offering innovative and high quality products and services that satisfy the needs of our customers.
- Providing friendly, knowledgeable and courteous customer service and support, 24 hours per day, 7 days a week.
- Conducting business with integrity and treating customers with respect and dignity.

Once again, thank you for the opportunity to serve you. We look forward to providing you and your family with the best in home entertainment.

Frequently Called Numbers and Helpful Information

BellSouth Entertainment
Customer Service
Call Toll-Free
1.877.463.4448

BellSouth Entertainment
3133 Lorna Road
Suite 107
Hoover, AL 35216

BellSouth Telecommunications
Customer Service
Call Toll-Free
1.888.757.6500

Mail *americast* monthly
service payment to:
BellSouth Entertainment
P.O. Box 100050
Roswell, GA 30077

>> Our Commitment To You

If you have any questions or concerns regarding your BellSouth® *americast*® service, please follow these procedures to help us address your concerns as promptly and efficiently as possible. We strive to ensure that our customers are pleased with the services we provide.

If you have a concern regarding any aspect of your *americast* service, please contact our Customer Service Center toll-free at 1.877.463.4448. We have representatives available 24 hours a day, 7 days a week.

If you are not satisfied with the manner in which your concern has been addressed after speaking with our Customer Service Department, please write to our Operations Manager at the following address:

**BellSouth
Operations Manager - Vestavia Hills
3133 Lorna Road
Suite 107
Hoover, AL 35216
1.800.509.2278**

If you wish, you may also contact your local franchising authority at the following address:

**City of Vestavia Hills
attn: Finance Director
P.O. Box 660854
Vestavia Hills, AL 35266-0854
205.978.0128**

Again, we encourage you to contact us if you are concerned about any aspect of your *americast* cable TV service. You may also address your concerns to the FCC Cable Services Bureau at:

**FCC Cable Services Bureau
445 12th Street S.W.
Washington, D.C. 20554
1.888.225.5322
1.888.835.5322 (TTY)**

INSTALLATION AND SERVICE POLICIES

As part of our goal to provide you with the best customer service possible, BellSouth has adopted the following installation and service policies. All of these policies either meet or exceed the FCC and local franchising authority standards.

Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 150 feet from the existing distribution system. However, installation appointments may be scheduled in excess of seven (7) days, in areas where the television distribution system is being newly constructed.

BellSouth will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known.

Excluding conditions beyond its control, BellSouth will begin actions to correct other service problems no later than the next business day after notification of the service problem.

The "appointment window" alternatives for installations, service calls, and other installation activities will be a two-hour time block during normal business hours.

BellSouth will not cancel an appointment with you after the close of business on the business day prior to the scheduled appointment.

If a BellSouth representative is running late for an appointment with you and will not be able to keep the appointment as scheduled, you will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for you.



CONSUMER EQUIPMENT COMPATIBILITY NOTICE

As a BellSouth® *americast*® customer, you should know the following information regarding the compatibility of your BellSouth *americast* service with your TV or VCR.

BellSouth has constructed an extremely advanced network using cutting-edge technologies. Due to the advanced nature of this network, certain terms that follow need to be defined for your understanding.

Analog Channel: A normal, unscrambled TV channel similar to what would be received from a rooftop antenna or a typical cable system.

EZ-Smart Terminal: An advanced analog receiver that tunes and, if authorized, descrambles encrypted analog premium and pay-per-view services.

EZ-Smart Terminals:

One of the reasons you subscribe to BellSouth *americast* service is that we offer many more channels of programming than you are able to receive off the air. You may already have a TV receiver and/or VCR that can tune to all the unencrypted analog channels we provide. Or you may have older or less capable equipment that does not tune to all the cable channels. In this case, BellSouth can provide you with an EZ-Smart Terminal, a high-quality converter with remote which will allow you to receive all analog channels at a cost of only \$3.99 a month, or you can purchase a similar device at many consumer electronics stores. Please note that if you subscribe to an *Advantage* package, BellSouth will provide an EZ-Smart Terminal for one outlet at no charge, which will allow the reception of all unencrypted analog channels as well as BellSouth encrypted analog channels to which you subscribe. If you do not subscribe to an *Advantage* package and want access to interactive or pay-per-view services, or want premium services on secondary outlets, BellSouth will provide an EZ-Smart Terminal(s) with remote for \$3.99 per month each.

Even if you have a TV or VCR that was advertised as being "cable-ready" and supposedly able to receive all cable channels, you may still need an EZ-Smart Terminal. This is because in the past there have not been governmental or industry standards defining the reception of cable channels. Thus your television or VCR, however it may have been advertised, may not tune to all the channels we provide. According to federal government rules, by October 31, 1994, TVs and VCRs sold in the U.S. cannot be called "cable-ready" unless they comply with new requirements, including the capability to properly tune cable channels. In addition, some TVs and VCRs may exhibit interference due to poor tuner shielding and/or poor electrical performance. If this is the case with your equipment, your reception may improve with the use of an EZ-Smart Terminal.

Also, because BellSouth transmits certain premium channels we provide using advanced analog encryption, you will need an EZ-Smart Terminal should you wish to receive these channels – even if you have a TV that tunes our cable channels.

The EZ-Smart Terminal will "convert" the analog channels to channel 3 on your TV and/or VCR. Please understand that the process of converting all of our channels to channel 3 means that you can only receive one channel at a time through the EZ-Smart Terminal. This means that there may be certain features of your TV and VCR that depend on channel tuning that you may not be able to use: For instance, taping one program while watching another, recording two or more consecutive programs that appear on different channels, and the use of picture-in-picture may not be possible without additional equipment.

Should you wish to use some of the features noted above, we can provide you with supplemental equipment and technical assistance. This equipment might include an additional EZ-Smart Terminal, or, if you have a receiver that can tune all of our cable channels, a splitter/switch combination that will enable you to bypass the EZ-Smart Terminal and tune all unencrypted analog channels with your TV and VCR. Please contact us regarding your wishes and we will be happy to give you a schedule of charges for such equipment. In addition, you may purchase bypass switches at retail outlets.

Remote Controls:

The EZ-Smart Terminal that we provide can be operated by a battery-powered, hand-held remote control, which is provided with your Terminal. If you wish to have additional remotes, or if you lose the one provided with your Terminal, you may purchase one through BellSouth. For inquiries on availability and pricing, please call Customer Service.

It is possible that the remote control that came with your TV and VCR is capable of operating some or all of the functions of the EZ-Smart Terminal. If so, feel free to use it to the extent possible. If you choose, you may buy a "universal" remote-control device that will control the functions of the BellSouth EZ-Smart Terminal, as well as a variety of other consumer electronic equipment.

Below is a list of several universal remote-control devices known to be compatible with the EZ-Smart Terminal:

- Realistic (Radio Shack) 15-1911
- Best Buy "Universal" RMV14
- RCA d900
- Hi-Fi Buys "One for all" VRC2099
- Zenith ST 124-212-23

Please refer to the manufacturer's listing of compatible terminals and consumer equipment to ensure that it meets your needs. You can buy universal remotes at many appliance, electronics or department stores. To update our list, we welcome any information on other universal remotes compatible with our EZ-Smart Terminal.

SUBSCRIBER PRIVACY NOTICE

Pursuant to federal law, subscribers to cable television service are entitled to a notice from open system or cable operators ("system operators") regarding the nature and use of personally identifiable information collected with respect to subscribers, the nature, frequency, and purpose of any disclosures of such information, the period during which such information will be maintained, the rights of subscribers concerning such information, and the limitations with respect to the collection and disclosure of such information.

We consider personally identifiable subscriber information we keep to be confidential and will not disclose to third parties personal information that we maintain regarding subscribers unless it is necessary to render a cable service or other service to you or to carry out related business activities in the ordinary course of business at a frequency dictated by business needs. The types of persons to whom such subscriber information may be disclosed include our employees, employees of related or affiliated legal entities, agents, billing and collection services. Personally identifiable information also may be disclosed to governmental taxing or regulatory authorities in furtherance of our legitimate business activities, pursuant to federal law authorizing disclosure pursuant to court order if the subscriber is notified of such order by the person to whom the order is directed. If such a court order is sought by a governmental entity, federal law requires that you be afforded an opportunity to appear and contest any claims made in support of the order. Certain personally identifiable information may also be disclosed to a government entity pursuant to the USA PATRIOT Act of 2001.

Federal law permits a system operator to use its system to collect personally identifiable subscriber information in order to obtain information necessary to render a cable service or other service provided by the operator to the subscriber or to detect unauthorized reception of communication, or for other purposes upon the written or electronic consent of the subscriber. Information contained in transmissions directed at our network is information necessary to provide the service you have requested.

Information included in our business records generally is used to assure you are properly billed, to help us provide reliable and quality service, to provide you with information regarding service you receive and for accounting, tax, and business purposes. Information on subscriber use is used to understand subscriber preferences associated with the services offered, to process orders and requests with advertisers and independent service providers, to structure the network and communications to you so as to better and more efficiently provide our services, and to permit tracing of unauthorized transactions and access.

In order to assist us in providing you with service, we maintain regular business records that contain the following types of personally identifiable information: your name, address, telephone numbers, subscriber correspondence, credit information, records of billing, maintenance and repairs, and payment. Additionally, we keep credit information, records regarding the service options and features you have chosen, the location of television sets in your home, and demographic information such as the numbers and ages of persons in your household. The information we collect as part of our service provided to you includes information which assists us in providing you with more relevant and directed information based upon your choices and viewing. We keep records which are associated with your satisfaction and use of services and information obtained from subscriber interviews, questionnaires, and collection of personally identifiable information regarding subscriber preferences, choices in the services and features offered, including the programs viewed, services and products ordered, duration and time of use, and other information regarding subscriber's use including use of remote-control features, navigator menus, and frequency and duration of such use.

Unless you object, federal law allows system operators to disclose certain, specified information to others for non-cable-related purposes, including parties engaged in non-cable-related advertising and marketing. Under federal law, such disclosure is limited to your name, address, and the services to which you subscribe, but cannot include the extent of your viewing or use of a particular service or any transaction you make over the system. We do not propose, however, to provide any such personally identifiable subscriber information for non-cable-related purpose. If we change our policy and determine to provide such information, we will notify you of the same and afford you an opportunity to have us remove your information from such disclosure.

We will maintain personally identifiable information as long as it is necessary for our business purposes. This period of time lasts as long as you are a subscriber and so long as it is necessary for business purposes, including tax and accounting requirements.

You have the right to inspect our records that contain information about you and to correct any errors in such information. If you wish to inspect records about you, please notify us in writing thirty (30) days in advance and an appointment will be arranged promptly during our regular business hours. Cable subscribers to services provided by system operators are entitled to enforce their rights under federal law.

TERMS AND CONDITIONS

This agreement ("Agreement") is entered into between BellSouth Entertainment, LLC on behalf of its affiliate BellSouth Interactive Media Services, LLC for wireline service or BellSouth Wireless Cable, Inc. for wireless service ("BellSouth" or "Company") and the person executing this Agreement ("Customer"). Customer's acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless agreed to in writing by Company. 1. Provision of Service and Right of Access. Company shall provide and Customer shall accept service (all services provided by Company herein are hereinafter referred to as "Service" and shall include any installation and maintenance utilizing Company's Network ("Network") at the applicable rates and charges, subject to the terms and conditions specified in this Agreement. Company may sell or provide Customer with use of equipment ("Equipment" or "Customer equipment"), which Equipment may include set top boxes, digital tuners, receive equipment, remote control unit, modem, inside wire provided by Company (as defined by the demarcation point as determined by Company consistent with federal and state law, hereinafter "Inside Wire") or other equipment. Customer warrants Customer has authority to grant, and hereby irrevocably grants Company access to the premises of Customer to install, maintain, remove, and repair Equipment and Services provided hereunder, to the extent deemed appropriate by Company. Customer shall not have any proprietary right in Equipment provided hereunder except as set forth herein or as otherwise agreed by Company in writing. Customer acknowledges that Service, pricing, terms and conditions, and availability of offerings may vary. Except as otherwise agreed by Company in writing, Company reserves the right to revise, in its sole discretion, the rates, terms and conditions of this Agreement upon 30 days' written notice. Customer agrees to pay for Service and Equipment pursuant to such revised rates, terms and conditions, unless Customer terminates this Agreement in accordance with its terms. Service is subject to transmission limitations caused by atmospheric, acts of God, topographical and any other conditions. Additionally, Service may be temporarily refused, limited or interrupted due to government regulations or orders, Network capacity limitations, excessive Network usage, limitations imposed by an underlying carrier, or because of Network modifications, upgrades, repairs or relocations or activities appropriate for the operation or improvement of the Network. Company reserves the right to deny or terminate any or all Service to any location where an account, whether or not in the name of the person requesting Service, shows an outstanding balance on Company's records. 2. Deposits and Credit Balances. Company may require Customer to make suitable deposit(s). Customer hereby grants to Company a security interest in any deposit delivered to Company hereunder to secure Customer's prior and future obligations under this Agreement. At termination, the amount of deposit shall be credited to Customer's final bill after application to any amount due and owing by Customer to Company. Any credit balance may be returned at any time prior to such termination at the sole discretion of Company, and shall be returned to Customer to the extent required by law. 3. Limitation of Liability. Customer understands that competing providers are available; interruption or irregularities in the Service may occur; any potential harm from interruptions or irregularities in the Service is speculative in nature; Company, suppliers of Equipment or Service, and their respective associated and affiliated companies cannot offer the Service or Equipment at rates which reflect their value to each Customer, and assume no responsibility other than that contained in this Agreement. Accordingly, Customer agrees that, except as limited by law, the sole liability of Company and/or suppliers for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Network, Equipment, or Service provided by Company and/or suppliers, or for loss or damage arising out of the failure of Company and/or suppliers to maintain proper standards of maintenance and operation shall be as follows: a credit allowance will be made at Customer's request in the form of a pro-rata adjustment of the fixed monthly charges billed to Customer for access based upon the pro rata period of time during which such mistakes, omissions, delays, errors or defects caused interruptions in the Service. An interruption will be measured from the time it is reported to Company until service is restored. In the event Customer is affected by such interruption for a period of less than 24 hours, no such adjustment shall be made. When an interruption exceeds 24 hours, the length of the interruption will be measured in 24-hour days. A fraction of a day consisting of less than 12 hours will not be credited, but a period of 12 hours or more will be considered an additional day. The credit allowance will be computed by dividing the length of the Service interruption by a 30-day month and then multiplying the result by Company's fixed monthly charges for each Customer's interrupted accounts. In no case will the credit exceed the fixed monthly charges owing by Customer to Company. A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors or defects, or curtailments in the Service caused by the negligence or willful act of Customer or third parties, or mistakes, omissions, interruptions, delays, errors, or defects caused by failure of Equipment or Service not provided by Company and/or suppliers. Company and/or suppliers shall in no event be liable for Service or Equipment interruptions, delays in transmission, or errors or defects in Service or Equipment, when caused by acts of God, lightning, fire, wind, water, floods, earthquakes, war, terrorism, riots, government authorities, fault of third-party suppliers, or causes beyond Company's and/or supplier's control. Company and/or suppliers are not and shall not be liable to Customer for any claims, loss, damages or cost which may result from lack of privacy on the system. The liability of Company and/or suppliers in connection with the Service or Equipment provided is subject to the foregoing limitations. 4. DISCLAIMER AND WAIVER. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN: (1) COMPANY AND/OR SUPPLIERS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PROVISION OF SERVICE OR PROPERTY, INCLUDING MERCHANDISE PURCHASED FROM THIRD PARTIES ("MERCHANDISE") AND EQUIPMENT, INCLUDING DIGITAL RECEIVER EQUIPMENT, DIGITAL TUNERS, MODEMS AND INSIDE WIRE. ALL EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY, INCLUDING THOSE RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, INTERFERENCE, INFRINGEMENT, OR DURABILITY, ARE HEREBY DISCLAIMED BY COMPANY AND SUPPLIERS, TO THE EXTENT PERMITTED BY LAW, AND EXPRESSLY WAIVED BY CUSTOMER; (2) NEITHER COMPANY NOR ANY SUPPLIER WARRANT THAT THE AFORESAID SERVICE, PROPERTY OR EQUIPMENT IS FREE FROM UNDISCOVERED OR LATENT DEFECTS OR VICES, AND CUSTOMER EXPRESSLY WAIVES ALL RIGHTS CUSTOMER MAY HAVE RESULTING THEREFROM; AND, (3) COMPANY WILL HAVE NO OBLIGATION TO MAKE ANY IMPROVEMENT TO OR TO MAINTAIN OR REPAIR SUCH PROPERTY. Customer agrees that Company is not the manufacturer of Merchandise or Equipment. To the extent permitted by law, Company hereby assigns to Customer any and all manufacturers' warranties (which warranties may be subject to disclaimers) relating to Merchandise or Equipment purchased by or provided to Customer by Company, and Customer acknowledges receipt of any and all such manufacturers' warranties. Customer agrees that its sole and exclusive remedy, if any, in connection with any defect in any Equipment or Merchandise, including manufacture or design, shall be against the manufacturer of such Equipment or Merchandise under the manufacturers' warranties and not against Company. WITHOUT LIMITING THE ABOVE, CUSTOMER AGREES NEITHER COMPANY NOR ANY SUPPLIER SHALL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER, EITHER IN CONTRACT OR IN TORT, FOR ACTUAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY CUSTOMER, INCLUDING WITHOUT LIMITATION, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ECONOMIC LOSSES OF ANY KIND INCURRED BY CUSTOMER DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY MERCHANDISE, EQUIPMENT, OR SERVICE DESCRIBED HEREIN, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF COMPANY AND/OR SUPPLIER, TO THE FULLEST EXTENT SAME MAY BE DISCLAIMED BY LAW. 5. Indemnification and Release. Customer agrees to release, defend, indemnify and hold harmless Company and/or suppliers, and their respective officers, employees and agents, to the fullest extent permitted by law, from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this Agreement, including, without limitation, claims for personal injury, emotional distress or wrongful death to Customer or users of the Network, Equipment, Merchandise or Service provided by Company and/or suppliers or others or arising out of the content of the service including visual and audio representations included therein or out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the service, or arising by operation of law, and whether the claim is based in whole or in part on negligent acts or omissions of Company and/or suppliers, their agents or employees. Customer further agrees, to the extent permitted by law, to indemnify and save Company and/or suppliers harmless against claims for libel, slander, or infringement of patent or copyright arising from use of the Network in any form, including use by Customer or those using Customer's Equipment, specifically including claims regarding the content of the service and for infringement of patents arising from combining or using apparatus or systems of Customer with the facilities of Company and/or suppliers or any carrier. 6. Rates and Charges. Unless otherwise agreed by Company, Customer will be billed in advance for fixed monthly access charges and in arrears for usage-sensitive services. Service which is billed in increments (e.g., seconds, minutes, hours, bits) shall be rounded up to the next billing unit increment, and Customer will be charged a minimum of one billing unit for every transmission that is received or placed using Customer's Equipment and sent or answered by the receiving party. Each billing unit is measured from time of transmission to termination, including calls to answering devices and network systems. 7. Payment of Charges. (a) Unless otherwise agreed by Company, payment is due to Company upon receipt of invoice by Customer. (b) Customer shall be responsible for payment of charges for all services furnished by Company, including without limitation, sales and use taxes, other taxes required by law, and fees or other exactions imposed by or for any municipal or other political authority against Company. (c) Payments not received within (10) ten days after the due date of an invoice will incur a late payment charge of the greater of \$5.00 or as permitted by law. In addition, a charge of \$20.00 may be imposed for each visit to Customer's premises made to collect late payments. (d) In the event that Customer's Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer shall nonetheless be liable for all use, toll, and other charges attributable to said Equipment, until such loss, theft or absence is reported to Company. (e) When payment is made by a check,

or other negotiable instrument, a charge of up to 5% of the amount of the returned check, or \$20.00, whichever is greater, shall be imposed for each time returned unpaid to Company except to the extent limited by law. 8. Default and Waiver. (a) In the event that Customer shall be in default or breach of any of the terms or conditions of this Agreement, including payment, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, then Company, at its option, may: (i) proceed by appropriate court action to enforce performance by Customer of the applicable terms of this Agreement or to recover damages for the breach thereof; and/or (ii) terminate this Agreement, whereupon all rights and interests of Customer shall terminate and Customer shall remain liable for all Service and Equipment provided prior to such termination and Company shall retain all of their rights and remedies hereunder after such termination. (b) Customer shall pay to Company on demand all past-due amounts which Company may sustain by reason of Customer's default or breach by Customer, together with all other charges as provided for in this Agreement, reasonable attorney's fees incurred by Company in connection with such breach or default by Customer, and all other costs and expenses incurred by Company in collecting such amounts permitted by law. All amounts shall be payable by Customer without set-off compensation, or deduction of any kind, and Customer hereby waives all set-off compensation, and deduction rights of any kind which Customer may have under applicable law. (c) The remedies provided in favor of Company in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing at law. (d) No failure on the part of Company to exercise any right or remedy arising directly or indirectly under this Agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by Company preclude any other right or remedy Company may have. 9. Assignment. This Agreement is not assignable by Customer except with Company's prior written consent. The terms and conditions hereof shall bind permitted successors and assignees. 10. Entire Agreement and Governing Law. Customer acknowledges receipt of this Agreement, which includes the writing on both sides of this document and the attached page, and that this Agreement contains the entire Agreement between the parties relating to the services and/or Equipment described in this Agreement and that Company and its employees and representatives have not made orally or in writing any representations, warranties or agreements inconsistent with this Agreement. No change of this Agreement shall be valid unless in writing and signed by Company and Customer except as otherwise provided herein. This Agreement shall be governed by the laws of the state where Company's headend equipment for Customer's service is located or, if different from Customer's residence, the law of the Customer's residence in Company's discretion to the extent permitted by law. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state, or federal body, such laws or tariffs shall control to the extent applicable. 11. Severable Provisions. If any part of this Agreement is contrary to or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the remaining provisions and parts thereof shall remain and be construed to be in full force and effect to the extent permitted by law. 12. Independent Service Providers. (a) Certain Equipment, Merchandise, or Services may be provided by other independent service providers including interexchange carriers (collectively "ISPs"). (b) Company shall have no responsibility for any billing service error, or omission of ISPs or any loss or disputes between Customer and ISPs. Customer shall be solely responsible for all charges billed by the ISPs to Customer, and Company shall have no liability for any such charges. (c) If Customer changes to a different ISP, Customer will pay Company's then-current standard service change charge. (d) COMPANY SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION OF ANY ISPS, NOR ANY INTERRUPTION, QUALITY OR OTHER MATTER INVOLVING ISP SERVICE, NOR SHALL COMPANY BE RESPONSIBLE FOR ANY CONTENT AS PROVIDED ABOVE. (e) Customer's choosing an ISP does not guarantee service from the ISP. Service may be subject to approval by the ISP. Customer understands that an ISP may require or perform a credit check prior to institution of service or at any time thereafter. Customer shall be responsible for negotiating and paying any deposit required by an ISP. (f) Company has no preference regarding which ISP Customer chooses or liability to Customer for damages arising from such choice. 13. Customer Modification/Resale. Customer will not allow any person to remove the smart card from the digital tuner or to open, alter, tamper, reverse engineer, or modify Service, Equipment, or identification numbering, or use the Equipment or Service contrary to Equipment documentation or Company's instructions. Customer also agrees to permit use of Service or Company owned Equipment only at the premises where initially provided or installed and that neither Equipment nor Service is to be resold, transmitted or transferred to others or other locations. 14. Renewal and Termination. Except as otherwise agreed in writing, this Agreement shall commence as of the date hereof and shall continue indefinitely on a month-to-month basis unless and until terminated in accordance with the terms hereof. Except as otherwise agreed, Customer shall have the right to terminate this Agreement at any time by giving at least three (3) business days' prior written notice thereof to Company. Company reserves the right to terminate this Agreement upon thirty days' written notice to Customer. 15. Additional Requirements for Equipment. Unless otherwise agreed by Company or as provided herein all Equipment: (a) remains the exclusive property of Company and/or suppliers; and (b) is Customer's sole responsibility under all circumstances unless and until Customer returns such Equipment to Company in accordance with the terms hereof. Upon disconnection of Service for any reason, Customer will return Equipment in good condition, normal wear and tear excepted, to Company at one of its publicized locations during normal business hours on the date of such disconnection; provided, however, the digital receiver, digital receiver equipment and mounts, and Inside Wire, and other Equipment for which title was transferred to Customer shall not be so returned. Deposits held by Company for any Customer Equipment will be credited to Customer's final bill within 30 days of disconnection provided all such Equipment is returned in good condition, normal wear and tear excepted. In the event of loss, destruction, disappearance and/or failure to return such Equipment as required herein, Customer shall pay to Company upon demand, as liquidated damages and not as a penalty (in addition to all other amounts payable to Company), an amount equal to the replacement price of such Equipment which the parties stipulate to be \$200.00 per EZ-Smart Terminal, \$299.99 per digital tuner and \$9.99 per remote and the replacement value (as determined by Company) of any other Equipment. Customer agrees to compensate Company or its Suppliers for any loss or damage to Equipment, excluding normal wear and tear. Customer agrees to use extreme care in the handling and operation of Equipment and to use no special attachments, modifications or other devices unless authorized in writing by Company. Customer understands that Company may terminate Customer's Service with concurrent notice if Customer's Equipment appears to be contributing to a failure to meet any FCC or other standards legally imposed upon Company. 16. Near Video On Demand, On Demand and Pay-Per-View Services. Credit requests for near video on demand, on demand and pay-per-view programs must be received within 72 hours of the scheduled program. 17. Complaints and Billing Inquiries. Complaints, correspondence and billing inquiries may be directed to the Company's business office located at the address indicated on Customer's bill. Telephone requests can be made 24 hours a day by calling one of the following telephone numbers: in Atlanta (770) 360-5000; in all other areas toll free 1 (877) 463-4448. If Customer disagrees with any charges on Customer's bill, Customer agrees to pay the undisputed amount on or before the due date and include with payment a written explanation, on a separate sheet, of what Customer believes to be in error. Except as provided in paragraph 16, if Company does not receive a written response from Customer within 30 days of the due date on Customer's bill, the bill will not be subject to dispute and will be due. 18. Computer Services Use; Servers. In order to subscribe to any personal computer Service offered by Company, Customer must own a computer that meets Company's minimum requirements, which are available upon written request. Customer shall not permit any server, including without limitation, mail servers, FTP servers, web servers, or news servers to be created or provided over the Service or Network without the express written consent of Company. 19. Multiple Dwelling Unit ("MDU") Complexes. If Customer occupies an MDU complex which subscribes to Company's Service, Customer agrees that (a) a default by the MDU complex under its agreement with Company may result in disconnection of such Service and any Service Customer purchases directly from Company and (b) Customer's failure to pay for any Service Customer purchases directly from Company may result in disconnection of other services provided to Customer under any agreement with the MDU complex. 20. Maintenance for Digital Receiver, Inside Wire, and other sold Equipment; Transfer of Title; Security Interest. Unless otherwise agreed by Customer (or the appropriate authorized party including the property owner of an MDU complex) and Company, the parties agree that with respect to any digital receiver and digital receiver equipment and mounts ("Digital Receiver Equipment") and Inside Wire, title shall pass to Customer upon installation and payment of the installation fee. Other Equipment as reflected upon the face of this Agreement may be sold by Company to Customer. Except as provided herein or as otherwise agreed by Company in writing, Company assumes no responsibility to maintain or repair such Digital Receiver Equipment, Inside Wire, or other sold Equipment, including digital tuners. For residential customers, however, Company will provide repair or replacement for defects in material or workmanship for sold Equipment only as follows: (a) the digital receiver, A/B switch and/or Inside Wire during the term of this Agreement; (b) stereo speakers during the first ninety days following installation of the same, and remote controls (excluding batteries) during the first year following installation of the same, provided such speakers or remote controls are returned to the designated Company location; and, (c) digital tuners during the first two (2) years following installation; provided, however, Company reserves the right to discontinue such repair or maintenance upon thirty (30) days' written notice to Customer, provided, further, for up to five years from date of purchase, Company agrees to buy back digital tuners at a price of \$60 provided same are in acceptable working order with acceptability determined at Company's discretion. To the extent not otherwise provided herein, Customer shall be fully responsible for the maintenance, repair, removal, replacement, condition, provision, loss and all other aspects of the Inside Wire, digital receiver Equipment, and other sold Equipment and Customer hereby indemnifies and holds harmless Company for all losses, taxes, damages, injuries, and fees arising directly or indirectly out of said digital receiver Equipment, Inside Wire, and other Equipment.

>> StarSight® Interactive Program Guide:

On-Screen Program Information

To access StarSight, press Guide on your remote. You can surf through the available programs by pressing the up, down, left and right arrow keys. When you find a program or channel you're interested in, press SELECT to go directly to it. Press GUIDE again to surf through a list of all categories. To scroll page by page in the guide, press PAGE-/DAY- or PAGE+/DAY+. To return to the channel you were on before entering the Guide, press MENU.

Another feature of StarSight is the ability to see detailed information about programs. When surfing through the Guide, press INFO to view program information, including title, plot summary and length of program.

How To Order Pay-Per-View (PPV) on the EZ-Smart Terminal

1. Tune to a pay-per-view channel.
2. The EZ-Smart Terminal will display the movie title.
3. To order the available PPV movie press PPV at anytime, from 30 minutes before to 30 minutes after the listed start times.
4. Press SELECT to purchase the movie title displayed, or press MENU again to exit PPV.
5. After you press SELECT, you will be asked to enter your PPV Access Number.
6. After you enter your PPV Access Number, you will see the message "Thank you for Ordering."
7. Sit back and enjoy the PPV movie you selected.



***For additional information,
call toll-free: 1.877.463.4448.***

