

This TVS CABLE SERVICES AGREEMENT (the "Services Agreement") constitutes your agreement with TVS Cable, PO BOX 1410, HINDMAN, KY. 41822, (hereinafter "we", "our", "us", "company", "TVS Cable" or "TVS CableNet"), a Cable Television service, Internet access/transmission service (the "Service"), VOIP (Voice Over Internet Protocol) phone service ("VOIP"), and Digital Cable video service as it pertains to your (hereinafter "you", "your" or "Customer") use of the TVS Cable Internet Access and VOIP phone Service at your residence or place of business.

TVS Cable Services Agreement: We agree to provide to you, and you agree to accept from us, our TVS Cable access to the Cable Television, Internet, VOIP phone service, and/or Digital Cable (the "TV", "Television", "Cable", "Service", "VOIP", "Digital Cable", "Cable Internet", etc.) for a single cable connection at your residence or place of business. By ordering and using the Service, you and all members of your household and their guests or your employees agree to be bound by and are obligated to use the Service under and in compliance with the terms and provisions of this Services Agreement. We reserve the right, at our discretion, to change, modify, add or remove the terms of this Services Agreement at any time. If changed, notification will be posted on our web site as well as the revised services agreement. Your use of the Service after such notice shall constitute your acceptance of such modification(s) as an amendment to this Agreement. To the extent permitted by law, you waive any and all objections you may now or hereafter have to the enforceability of this Services Agreement against you, specifically including, but not limited to, any objections or claims that it is a shrink wrap or contract of "adhesion."

General Usage Terms and Conditions for All Services: TVS Cable shall not have any responsibility for operation maintenance, or repairs of the subscriber television set or any other subscriber provided equipment. The subscriber shall not disturb, alter, or remove any equipment or cable provided by TVS Cable, and will safeguard such equipment from injury or damage, and will not permit anyone other than a representative of TVS Cable to perform any work on said equipment. TVS Cable may make periodic external inspections of its outlets and equipment upon the subscriber's premises during office hours. The subscriber does not acquire any rights or privileges hereunder which are subject to assignment or transfer. In the event the subscriber is not the owner of the premises in which the company's equipment is to be installed, the subscriber warrants to TVS Cable that he has the consent of the owner of the premises for TVS Cable to make installment and maintenance contemplated by this agreement.

License: During the terms of this Services Agreement, we grant you a non-exclusive, non-transferable, limited license to use the Service to access the Internet or communicate by phone at a single residence or business location. Except for the license granted herein, all rights, title and interest in "data" accessed by you in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are and shall continue to be the exclusive property of TVS Cable and other contributors of data. If you are a residential customer, your right to use the services of TVS Cable extends to all members of your immediate family residing within the same household. If you are a business, the right to use the services of TVS Cable extends to all of your employees at the single location; however, you also agree that your use is limited to one cable connection at a time per account unless otherwise agreed in writing with us.

Age of Customer: If you are less than 18 years of age, the Agreement must be accepted by a parent or legal guardian who is responsible for all charges and bears all liability related to the use of the Service account(s). By accepting this Agreement, the parent or legal guardian recognizes that TVS Cable does not control content or subject matter of data or other information available on the Internet, and agrees to supervise any access to the Internet by minors.

Digital Cable Equipment Usage Terms: We will deliver to the subscriber's premises the necessary equipment (such as GI DCT-2000, for example) for subscriber's use, in connection with this agreement. The converter is and shall remain the sole property of TVS Cable. All equipment is uniquely identifiable and addressable. We may deactivate it remotely without advance notice or permission of the subscriber. With regard to such equipment, the subscriber agrees: 1) To use the equipment for the purpose of receiving the service ordered from TVS Cable and for no other purpose. 2) To prevent any connections to the equipment which are not expressly authorized by TVS Cable, any such unauthorized connection or tampering is considered unlawful. I understand that I may be criminally liable for theft of service for such unauthorized connections and that any unauthorized equipment found attached illegally may be confiscated by TVS Cable. 3) To prevent tampering, altering, or repair of the equipment by any person other than authorized personnel. 4) To assume complete responsibility for improper use, damage, or loss of such equipment regardless of cause. 5) To return the equipment in good condition, ordinary wear and tear resulting from proper use accepted, within five business days after service is disconnected. If the converter is not returned, subscriber's credit card will be billed accordingly. 6) Customer agrees that he/she is responsible for the "set top box" and remote control until returned to TVS Cable. The box is valued at \$300.00 and remote at \$10.00. Any damage to equipment may forfeit the customer's deposit. Any total destruction, damage or loss would result in customer's account being charged the full amount for equipment. 7) To pay TVS Cable on demand, the sum of \$300.00/minimum deposit paid in liquidating damages, plus all collection costs including attorney's fees, in the event of loss, destruction, or disappearance of any equipment provided by TVS Cable.

Home Computer: In order to utilize the Internet Service, you must own a computer with the following minimum requirements: 1.0 GHz Pentium® or compatible processor, 128MB of RAM, and Microsoft Windows XP Home or Professional®. Other operating systems MAY be used with the service, but support for these operating systems is extremely limited. The computer MUST have an Ethernet card/interface to comply with the cable modem. It is the customer's responsibility to ensure that the computer meets all of these requirements prior to installation. We reserve the right to reschedule the installation after these requirements have been met if the computer does not meet ALL of these requirements. NOTE: Minimum system requirements may not be capable of processing information at the same speed as the internet connection you purchase. This may result in the perception that the internet speed is slower than it actually is. In order to utilize VOIP service, you must have a minimum 1.5M data package.

Customer's Use of TVS Cable Network: You agree that the Service may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening, indecent or obscene, or material protected by trade secret. You agree not to use the Service, including but not limited to, the cable modem/power

supply/Integrated Access Device and any software provided by us for any illegal, abusive or fraudulent purpose, or to achieve unauthorized access to any computer systems, software, data or other copyright or patent protected material. If you do, you acknowledge that you may be referred by TVS Cable to appropriate law enforcement agencies.

Cable Modem Account Usage: Your Cable Modem account is a single user, non-server, and non-commercial, unlimited access account only. PROXY servers are **NOT** allowed under any TVS Cable Internet Service Account, and customers who attempt to connect more than one machine to a given modem via PROXY of any type (Win-Proxy, Win-Gate, etc.) will have their service disconnected. A TVS Cable Internet Service Account **CANNOT** be used to run a server of **ANY** kind. Examples of servers that cannot be run include, but are not limited to, FTP, HTTP (Web), Email (POP and SMTP, IMAP, etc.), DNS, NNTP, Chat and Instant Messenger, File Sharing or Peer-To-Peer, Streaming Audio and/or Video, and PROXY. These services are capable of over-utilizing the bandwidth that all TVS CableNet Cable Modems share. If we find you operating a server, you will be asked to remove it. Should you not remove the server from usage, your account and Internet access will be suspended, and your activity may be referred to local law enforcement authorities. Repetitive suspensions (as defined by) TVS Cable for violation of this rule will result in termination of Cable Modem Service without the option to obtain a new account. Any user of the TVS Cable system that violates ANY of the above rules will be subject to account cancellation at our discretion without recourse or refund.

Usage of Routers to provide connection to more than one computer: Customers are permitted to use a router, either wired or wireless, to provide access to multiple computers or phones within the same residence or place of business. There is no limit to the number of computers or phones you can connect at the residence or place of business, but any connections requiring the connection of multiple computers, gaming consoles, or any other internet capable devices **MUST** use a router. The use of **ANY** other means to connect multiple devices to the service will result in **IMMEDIATE SUSPENSION** of service until the issue is corrected. Please Note that using multiple computers on the Internet simultaneously can and will affect your connection speed at one computer and voice quality on your VOIP phone service. Any type of router, either wired or wireless, may **NOT** be used to provide access to computers or phones that do not reside within the same residence or place of business. Any such connections can and will be treated as “theft of service”, and suspension or termination of service is possible as a result. All routers must be provided by the customer, and is the customer’s responsibility to setup and maintain their own home network or router. We may ask you to bypass the router and connect the modem to a single computer to troubleshoot issues that may be caused by a router or home network. We have **NO** responsibility for the unsuccessful use of routers to connect multiple computers to our service.

Ownership and Use of Equipment; Software License: The cable modem, phones, Integrated Access Device, cables and power supply equipment that we lease to you will at all times be our property. You agree to immediately return to us in good condition upon disconnection of Service all such equipment subject to reasonable wear and tear. You will use reasonable care to avoid damaging the cable modem and power supply, and will not move, relocate, alter, sell, lease, license, assign, encumber or otherwise tamper with the equipment. If the equipment is not returned to us in good condition including the full modem/phone/IAD packaging immediately

upon termination of Service, you will be charged and agree to pay us the relative price per item that TVS Cable is selling them at the relative time of termination. We further grant you a limited, non-exclusive license to use any software we provide for your use in connection with the Service only. This license expires upon termination of this Agreement, or disconnection of Service. All routers either wired or wireless, are the sole property and responsibility of the customer. We have no responsibility for any use or issues with routers that may be used by our customers.

Installation of the modem software: When any software associated with the cable modem is installed on your home computer, the system files may be modified. The opening of your home computer and/or the installation of software may disrupt the normal operations of your home computer or cause the loss of files. We are NOT responsible for any such loss. **WE STRONGLY RECOMMEND THAT YOU BACK-UP ALL FILES PRIOR TO INSTALLATION.** The backup should be performed prior to the scheduled installation appointment, and is entirely the customer's responsibility. If the customer opts not to backup the system, TVS Cable and all its affiliates have NO responsibility for any loss of data or corruption of hardware resulting from the installation of the cable modem and/or software.

IP Addressing: We will provide your modem with **ONE** dynamically assigned IP address as a component of the single-user Service. You agree not to alter, modify or tamper with the IP address or those of any other person connected to the Service. We will recover the IP address upon disconnection, discontinuance, or termination of the Service. We reserve the right to terminate or reclassify the Service to standard cable-only service for failure to comply with any portion of this Agreement. **ANY** customer found to be using more than one IP address is subject to immediate suspension of service until the matter is corrected and the customer is only utilizing **ONE** IP address.

Connection Speeds: The Internet connection speed purchased with your account is the maximum speed available for that package. There is no guarantee that the connection will run at the specified speed consistently. Due to the nature of the internet in general, no speed can be guaranteed to be constant. We will make every effort to provide you with the maximum speed you purchased, but the speeds can and will vary depending upon numerous conditions, both internal and external. The speed you purchased should be available from your modem to our server, but we cannot guarantee any speeds once it has gone outside of our network.

Online Internet Speed Tests: We do **NOT** recommend the use of any online speed test to rate your service speeds. These online speed tests have been proven to be extremely unreliable, and are normally not accurate. This is due to the fact that once information leaves our server, its performance depends entirely upon all the other networks it must pass through to reach its destination, plus all the networks it must pass through when returning to you. Any and all complaints based solely upon an online speed test will be given lower priority than more serious issues, such as an outage. Further investigation and troubleshooting steps will be necessary for further technical support relating to your service speed.

Access and Interruptions of Service: We will make all reasonable efforts to provide the Service to you twenty-four (24) hours per day, seven (7) days per week. It is possible that there

will be interruptions of Service. There will be interruptions occasionally, when required, to upgrade, replace, or repair our equipment to provide a better quality of service to our customers. The Service is an Ethernet-like protocol service spread over a shared network that co-exists on your cable television service, and you and all other users share a finite amount of bandwidth. We will manage the Service to provide appropriate bandwidth as needed. However, you acknowledge and agree that the Service may be temporarily limited, interrupted or curtailed due to system capacity limitations imposed or experienced by the underlying communications carriers, Acts of God, governmental actions, force majeure, or because of temporary equipment or systems failures or modifications, upgrades, maintenance, repairs or similar activities required or appropriate in connection with the delivery or improvement of the Service. The Service should not affect the video programming portion of your cable television service, and any problems with your video programming services should be reported to the local cable TV office by telephone.

Use of Other Software and Internet Services: While we do not restrict any legal usage of the Service by the customer, we hold **NO** responsibility or liability that any Software Programs or Internet Services will function properly on our Internet Service. We cannot guarantee that any software or service will work, or provide any support for software or services not provided by us. This includes, but is not limited to: any Peer-2-Peer software (Kazaa, Limewire, WinMX, etc), any Virtual Private Network software, any email client software (Outlook, Outlook Express, Eudora, etc.), any Internet web browser (Internet Explorer, Netscape, Mozilla, etc.), any Instant Messaging software (MSN Messenger, Yahoo Messenger, AOL Messenger, etc.), or any other software we do not provide. Support for any such software or service, other than the disclosure of internet settings related to our Cable Internet Service, **MUST** be obtained from the manufacturer of that software or service.

Use of Firewalls, both Software and Hardware Firewalls: While we have no restrictions upon the use of firewalls by our customers, either hardware firewalls or software firewalls, we **CANNOT** guarantee their compatibility or functionality while connected to our service. Any such firewall used by a customer is solely the customer's responsibility to properly configure, maintain, and use properly. Since firewalls can deny access to internet services, it is possible we may ask you to disable the firewall to try to resolve any issues with your service. If you choose not to allow the firewall to be disabled to troubleshoot any internet issue, we **CANNOT** assume responsibility for any internet service that is not working properly.

Use of the Internet Service for Online Gaming: Our service may be used for online gaming purposes. Our service is compatible for use with PC games, Microsoft X-Box® system, Sony Playstation® system, and Nintendo Gamecube® system. While we allow the use of our internet service for online gaming, we hold **NO** liability or responsibility for the successful use of our service for this purpose. We **WILL** provide you with the necessary settings that may be required to connect any such system, but **ALL** support for properly configuring the system is the sole responsibility of the customer and/or system manufacturer. If the internet service is working at the residence and we have provided you with the settings for any such system, we hold **NO** liability for an unsuccessful use of any game and/or system.

Email Addresses Usage and Email Notifications: We can provide you with at least one email account included with the internet access package you have chosen. We send out any and all changes to the service agreement, any scheduled maintenance/outages, and any correspondence related directly to the internet service through these accounts. If you opt not to take an email address from us, we will ask you to provide us with your current email address, so we may send these notices to you. If you choose not to provide us with your email address and do not opt for one of our email addresses, then we hold no liability for any failure to give notices for any disruption of service or changes to our service agreement, or any liability for disruption of service as a result.

Email Privacy: We do not sell, rent, disclose, or trade the email addresses of our customers to anyone, for any reason. We try to provide the highest level of privacy regarding email addresses possible. We hold no liability for the accumulation of spam, or junk email. You agree that by using our email services it is possible to receive spam, junk mail, or unwanted emails. We hold no liability for any content, messages, attachments, or any virus threats that are possible as a result of the email service.

Email Virus Scanning and Email Spam Filtering: We **DO** provide email virus scanning and email spam filtering for all email accounts provided by our service. This includes **ONLY** tvscable.com email accounts. While we do scan for viruses and provide spam filtering, you acknowledge that it is **POSSIBLE** you will still receive some email viruses and spam emails. We **CANNOT** guarantee you will not receive any such emails, but we do make every effort possible to help prevent such email from reaching you. It is **POSSIBLE** because of providing this service; you may **NOT** receive valid emails on occasion. If you believe this is the case, please notify us immediately to have the issue corrected to the best of our abilities. You also acknowledge that we have **NO** responsibility or liability for **ANY** content received from **ANY** email account, either provided or not provided by us. **ANY** services and problems arising from the use of such email accounts (email addresses such as Hotmail, Yahoo, etc.) are the sole responsibility of the provider of that email service.

Email Liability: While we provide you with email service, we **CANNOT** guarantee the delivery of any email to any account. We make every effort to ensure our customers receive all their email, but we cannot guarantee that all email will be delivered to your account. There are numerous external factors, which are out of our control, which may keep email from being delivered. We hold **NO** liability for any email not received by you, the customer.

Protection of Email Passwords; No Resale: You are responsible for the use of your email account(s), and the confidentiality of your email password(s). We will suspend your email access or change your email access to the Service immediately upon notification by you that your password has been stolen, lost or otherwise compromised. You must notify TVS CableNet of any known or suspected unauthorized use(s) of your email account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your email password. You also agree not to resell or redistribute access to the Service in any manner. The prohibition on resale of access includes, but is not limited to the provision of E-mail, FTP and Telnet access, or any other Internet access or website hosting services.

EMERGENCY SERVICES-911 DIALING (pertains to VOIP)

Availability of Traditional 911 or E911 Dialing Service: You acknowledge and understand that the Service supports traditional 911 or E911 access to emergency services where made available by the county or municipality having authority for such 911/E-911 service. TVS Cable does offer a 911/E-911 type service available only on TVS Cable Devices as described herein. Please contact TVS Cable to see if service in the area you are in accommodates 911/E-911. E-911 service is similar to the service of traditional incumbent landline telephone E-911 service. E-911 calls are directed to the agency in each county that has control of E-911 provisioning. With E-911 calls, the calling telephone number, name and address will be provided to the emergency answering center as directed and proved for by the controlling agency in each county. TVS Cable will provide to such agency the telephone number, name and address as provided by you (the customer) when signing for the service. If you move your location within the same county and you want the address updated for E-911 purposes you must notify TVS Cable so that we may update your address for billing and 911 emergency information purposes. Such notification shall be provided by the party responsible for the service. If such notification is not received as described by TVS Cable, and if the device is moved to a different address and if a call is made to 911 then the emergency agency receiving the call will most likely receive the address information as originally provided by you, the customer, to TVS Cable. Where E-911 service is not available, TVS Cable will NOT provide Service.

Description of 911-Type Dialing Capabilities: TVS Cable relies on third parties (those agencies responsible for the provisioning of E-911 data bases and call delivery in each county and or responsible municipality) for the forwarding of information underlying such routing, and accordingly TVS Cable and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. You acknowledge and understand that the Public Safety Answering Point (PSAP) and emergency personnel may or may not be able to identify your phone number in order to call you back or identify your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement. Neither TVS Cable nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of TVS Cable. You agree to indemnify and hold harmless TVS Cable and its third party provider from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to provide TVS Cable with correct address information and/or any future change of address.

Failure to Designate the Correct Physical Address When Activating 911 Dialing: Failure to provide the current and correct physical address and location of your TVS Cable equipment in your service request may result in any 911/E-911 communication you make being routed to the incorrect local emergency service provider or that responding emergency personnel may be sent to the wrong address. This address must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

Requires Notification to TVS Cable if You Move or Change Location within TVS Cable's Service Area: If you move to a new address where TVS Cable provides 911/E-911 service and you fail to notify TVS Cable of your new address, you acknowledge and understand that 911 dialing may not function properly. Failure to provide the current and correct physical address and location of your TVS Cable equipment may result in any 911 dialing you may make being routed to the incorrect local emergency service provider and/or emergency personnel being dispatched to the wrong location.

911 and E-911 Does Not Function without Broadband connection and/or Power: You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by TVS Cable) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ('ISP') and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or TVS Cable terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911/E-911 calling feature. Should TVS Cable suspend or terminate your Service, the Service will not function until such time as TVS Cable restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911: Although network routing for 911 calls is engineered by the parties responsible for the network to accommodate 911 calls within an acceptable number, you acknowledge and understand that there is a possibility of network congestion and/or reduced speed in the routing of a 911/E-911 communication made utilizing your TVS Cable equipment. You understand and acknowledge that TVS Cable relies on third parties for the forwarding of information underlying such routing, and accordingly TVS Cable and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. TVS Cable or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of TVS Cable.

Education of Your household residents, guests and others: You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your TVS Cable Service and Device(s) and/or the possibility that the emergency service that answers a 911/E-911 call may not have the appropriate address location and that the caller may be required to give such information at the time of the call, if you have not updated your current address information. You also agree to inform your family, household residents, guests and any other users of the service of the 911/E-911 information and issues as described in this agreement.

VOIP SERVICE OUTAGE AFFECTS 911 DIALING

Broadband Service / ISP Outage or Termination / Suspension or Termination by TVS

Cable: You acknowledge and understand that service outages or suspension or termination of service by TVS Cable will prevent ALL Service including 911/E-911 dialing.

Power Failure or Disruption: You acknowledge and understand that 911/E-911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911/E-911 dialing will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service or 911/E-911 dialing.

Service Outage Due to Suspension of Your Account: You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will prevent ALL Service, including 911/E-911 dialing.

Other Service Outages: You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911/E-911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

Limitation of Liability and Indemnification: You acknowledge and understand that TVS Cable's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless TVS Cable, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911/E-911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

Billing and Payment Obligations for Service: Billing and payment provisions for the Service, including the set-up and monthly recurring charge, are as set forth in the Service Guide pricing schedule which is incorporated herein by reference, or as otherwise agreed to in writing by the parties. You also agree to pay all applicable federal, state and local fees or taxes. We have the right to terminate your Service if an invoice from us is not fully paid when due and impose a late fee of not more than 5% on any outstanding amount as a one-time late charge, at our discretion, for failure to pay all bills within 30 days of billing. We may charge a reasonable service fee for all returned checks. If you discontinue the Service or are disconnected, you agree to pay a reconnect charge before reconnection. You will be responsible for all expenses (including reasonable attorney's fees) incurred by TVS CableNet in collecting any unpaid amounts due in accordance with this Agreement. We also reserve the right to change from time-to-time the amount of the monthly Service fee and any other applicable charges upon reasonable advance

written notice to you. In no event shall such notice be less than ten (10) days prior to the effective date of such change. All charges are exclusive of sales, use and other taxes, which are your responsibility.

International Calling: Customer agrees to be responsible for and pay such associated costs for any and all international calls originating from the customer's Voice over Internet Protocol (VOIP) telephone number and traveling through Thacker/Grigsby's Long Distance Service, which TVS Cable uses as a Long Distance Provider, that may appear on the customer's bill.

Directory Assistance: Customer agrees to be responsible for and pay such associated costs for any and all Directory Assistance calls originating from the customer's Voice over Internet Protocol (VOIP) telephone number and traveling through Thacker/Grigsby's Long Distance Service, which TVS Cable uses as a Long Distance Provider, that may appear on the customer's bill. The charge is \$0.95 per Directory Assistance call.

General Disclaimer of Warranties and More Limitations of Liability; Indemnity: You hereby acknowledge that we exercise no control whatsoever over the content of the information passing through TVS Cable network. You also understand that alternative and competing Internet communications carriers are available to you. Occasional interruption or irregularities in the service may occur. We provide our services to you on an "as is, as available" basis, without warranty of any kind, expressed or implied, including, but not limited to the warranties of performance, merchantability and fitness for a particular purpose. This disclaimer of warranty expressly includes any reimbursement for loss of income due to disruption of service by TVS Cable or other Internet service providers). You further acknowledge that use of the Service or any information obtained via the Service is at your sole risk, and that we, your cable company and Internet content contributors shall not be liable to you for any direct, indirect or exemplary, incidental, indirect, special, or consequential losses or damages relating in any way to demands or claims involving or arising in any manner out of (1) your use of, inability to use, or failure to perform research or related work, communicate by phone or to work properly, the Internet, Internet data, or the VOIP Service, (2) inaccurate or poor quality Internet data obtained through the Service, (3) loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, and (4) the installation, maintenance, failure, removal, or use of the cable modem or cancellation of Service. You further agree to indemnify and hold harmless TVS Cable from any claims of any nature whatsoever resulting from your use of TVS Cable Service.

No Liability for Software Compatibility or Software Support: We do not restrict the use of any specific kind of software with our service, with the exception of software that may be used for illegal purposes. We reserve the right to suspend service if any such software is found to be in use through a user's account. We do not provide support for any software used in conjunction with our service. Support for software must be obtained from the software provider or manufacturer. It is the customer's responsibility to acquire any software related support necessary.

No Liability for Obscene or Offensive Content, Pornography, Etc: You acknowledge and understand that we only provide access to the Internet. We do not publish (other than e-mail messages that we may from time to time send you regarding the Service), control, monitor or restrict the information, programs, e-mail, "chat rooms", interactive gaming or other material that is available to your residence or place of business through the Internet, the World Wide Web, or through USENET newsgroups. You may find material available to be shocking, profane, abusive and/or offensive. You may, in fact, find some material to be obscene, sexually explicit, or otherwise indecent. You recognize that TVS Cable is not responsible for this material, and acknowledge that you have been notified that such material is present. You are solely and exclusively responsible and at risk for (1) all Internet content accessed via the Service by you and other members of your household or business and their guests, and (2) providing suitable adult supervision of any person who is less than eighteen (18) years of age and uses the Service at your residence or place of business to access the Internet. You agree that neither we nor your cable company are in any manner responsible for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the Service.

No Liability for Parental Empowerment Software: You may want to consider installing blocking and filtering software developed by others that empower parents to restrict their children's access through the Internet to objectionable or inappropriate material, and protect or prohibit them from corresponding with criminals or disclosing personal or other information. You acknowledge that we do **NOT** publish such software, and agree that we are in **NO** manner responsible for the effectiveness or ineffectiveness of these blocking and filtering technologies, or any disruption of service that is a result of such software.

No "Hacking", "Spamming" or Infringement of Other's Rights: You agree not to publish on or over the Internet any content that violates or infringes upon the rights of any other person. You also agree not to use the Service or cable modem for any illegal purpose, to achieve unauthorized access to another party or person's computer systems, software, data or other copyright or patent protected material (commonly referred to as "hacking"). You agree not to interfere with the use of the Service or the equipment by other customers or disrupt the Service backbone network nodes or network services. You also agree not to send unsolicited mail to our subscribers without our explicit written permission for each instance of communication. You further agree not to upstream unsolicited distribution lists in e-mail or other mass unsolicited e-mail (commonly referred to as "spam"). Your violation of any of these promises is grounds for immediate termination of Service and this Agreement. If we are challenged by a third party regarding the suitability of your content, we may, at our sole discretion, suspend your access to the Internet. We assume **NO** liability whatsoever for any losses, claims, damages, expenses, liabilities or costs (including legal fees) arising out of or in connection with allegation, claim, suit or other proceeding based upon your use of the Service or our Equipment or any third party which infringes the copyright, patent, trademark, trade secret or other industrial or intellectual property rights or contractual rights of any third party.

No Liability for Unauthorized Access, Encryption, or File-sharing: We treat communications and data traffic on or through our Service as strictly confidential and do not access, use or disclose contents of private communications, except in limited circumstances as compelled or permitted by law. However, since the Service is a shared network used by subscribers to video

programming and our Service which provides access to the Internet (and beyond such network the Internet does not provide security), it is possible that others may access or monitor your data traffic. You acknowledge that the Internet systems use public access facilities, to transmit voice and data communications, and that the Service may accordingly not be completely private. Accordingly, we do not warrant that any data or files sent or received by you over the Service will not be subject to unauthorized access by others or that other users (i.e., "hackers") will not gain access to your home computer. We are not liable to you for any claims, loss, damages or cost that may result from your lack of privacy on the Internet by virtue of your use of the Service. In addition, the Service is configured to disable peer-to-peer networking/file-sharing if necessary. We do not recommend the use of any file-sharing/peer-to-peer networking due to the inherent security risks. If you decide to utilize ANY such file-sharing/peer-to-peer networking methods or software, you are accepting the terms that you acknowledge the extreme security risks to your computer and the privacy of your data files associated with such networking, and that we provide **NO** liability for any losses. Moreover, if you choose to run applications that permit others to gain access to your computer, you do so at your own risk and should take appropriate security measures. For these and other reasons, you may want to consider installing third-party authentication-encryption software to protect your drives and data/e-mail files. We extend no warranty and accept no liability with respect to the effectiveness of such software.

No Liability for Viruses: We make no representation or warranty that any software installed on your home computer or which you may download from the Internet, any on-line service provider or other information provider (other than us) documents not contain any virus or other damaging or destructive attribute. We strongly recommend some form of antivirus protection be installed on any and all computers that are connected to the internet. However, it is the customer's responsibility to purchase, install, and keep updated any Antivirus software on any and all computers connected to the internet through our service. We **CANNOT** be responsible for **ANY** virus obtained while using our service or the corruption of any computer system or loss of data as a result of a virus.

Other Charges; Credit Card Charges: You understand and acknowledge that you may incur other costs and expenses for certain information, products and services from persons, firms or entities other than us, including without limitation such on-line services as America On Line® or The Microsoft Network®. You agree that you shall be solely and exclusively responsible and liable for all such charges, which are in addition to the fees and charges payable to us. With respect to any Internet-based transactions that you undertake or participate in through the Internet, you are solely and exclusively responsible to make the payments in connection with such transactions and to protect the security of all credit information from unwanted or unauthorized charges. We, as your cable company, shall have **NO** liability or responsibility to you in connection with Internet-based transactions, unauthorized use of your credit or debit cards, credit availability or information, or your personal or financial information.

Customer Support: We will provide you with "Help Desk" support that can be accessed by telephone or by e-mail. We do **NOT** provide support for hardware or software provided by the customer. The telephone numbers and e-mail addresses for support services, as well as hours of operation, and the terms of our support services are printed in the Support Guide provided with this agreement, and are available on-line. If you modify the hardware we supply, or the

equipment you provide requires a visit to your residence or place of business for repair or correction, we reserve the right to charge you for the visit and labor required to correct the situation. We do **NOT** undertake to correct or repair hardware or software that we do not supply.

Technical Support Priority: Our Phone Support is provided on an incoming call order basis, with each call being handled in the order it comes in. Service Call visits are handled on an Order of Priority basis. We manage the Service Call visits to ensure that all visits are handled in the most efficient manner to prevent disruption of service. Every attempt will be made to handle all calls as quickly and promptly as possible.

Transfer of Service: Transfer of accounts from one subscriber to another is prohibited. All accounts must be terminated and reopened under name of the new tenant for issuance of a new account number. Transient and/or seasonal cable subscribers are urged to call for disconnection when relocating or departing cable residence. Account holders are liable for all services rendered by TVS Cable prior to subscriber's final notification to terminate service.

Terms and Termination: This Services Agreement shall become effective at such time as you first use the Service, and shall continue in force until a period of not less than one (1) month has expired, at which time it shall renew itself indefinitely on a month-to-month basis until terminated by either party upon thirty (30) days written notice by either party. TVS Cable, in its sole business judgment, may terminate this Agreement immediately or suspend your access to the Service upon any breach of this Agreement by you, including, but not limited to, refusal or failure to pay for services provided or disruptive on-line behavior. Upon termination for any reason, we reserve the right to delete any data left by you on TVS Cable owned and controlled computers.

Effect of Agreement: This Agreement embodies the entire understanding between you and TVS Cable with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating thereto.

Force Majeure: TVS Cable's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain the necessary equipment and supplies, and the like.

Severability: If one or more of the paragraphs in this agreement are found to be unenforceable or invalid, you're and TVS Cable's agreement on all other paragraphs is unaffected.

Notices: Except as otherwise provided herein, you may provide notice to us of any matters affecting this Services Agreement at the address provided in the preamble hereto.

Governing Law: This Agreement shall be governed by and construed under the laws (without reference to the conflicts of laws / rules) of the Commonwealth of Kentucky.

Waiver: Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.