



# TERMS AND CONDITIONS OF SERVICE AGREEMENT COMMUNITY COMMUNICATIONS COMPANY

1. **Responsible Party.** I am 18 years old or older and authorized to order and receive service at the Service Address.
2. **ESN.** I have received and acknowledge the "ESN" notice regarding telephone service (if subscribed).
3. **Equipment Policy.** Any Equipment not purchased by Subscriber and installed by a Community Communications Company ("CCC") employee or contractor ("Installer") is the property of CCC. The "Equipment" shall include but be not limited to: Cable drops, splitters, connectors, Enhanced Modem Telephone Adaptor, Standard Definition Set-Top Receivers, and High-Definition Set-Top Receivers or other rented devices. Any failure, malfunction, or breakdown of Equipment caused by neglect, accident, abuse or natural disaster, may subject Subscriber to all repair and replacement charges. Subscriber is responsible for the total retail value replacement cost of Equipment lost, damaged or not returned upon disconnection. Equipment not returned will be considered stolen and the Subscriber prosecuted.  

Subscriber shall not relocate, remove, repair, or replace any Equipment installed by Installer. Subscriber agrees to make no changes, alterations, modifications, or relocation of any Equipment without contacting CCC. Should the Subscriber defy any of the foregoing, and the Equipment experience failure, damage, malfunction, or work improperly, the Subscriber will be subject to the following: a) All charges for repair of Equipment including: parts and service labor by CCC, and b) payment to CCC for the total replacement retail value of the equipment should the Equipment be determined by CCC to be ineligible for repair. Should Subscriber need to make changes to any Equipment installed by CCC, the Subscriber agrees to contact CCC and arrange for an Installer to service the changes.
4. **Payment for Service.** Subscriber agrees to pay the amount due by the due date stated on each monthly bill by CCC. Should Subscriber fail to pay by the indicated due date, the account will be considered delinquent and CCC will begin collection procedures. Subscriber's account will be subject to late fee, collection processing fee, and termination if payment is not received by CCC. Monthly charges for service are due, in advance, on the first day of each billing period. A late charge is assessed on the 12th of the billing month if payment is not received before then. Any charge not paid by or on the billing due date is subject to additional charges and possible disconnection of service(s).
5. **Fees.** Subscriber will be subject to additional fees by CCC if any of the following should occur: a) Returned Check for insufficient funds, b) Automatic Bank Draft charge-backs or Credit Card charge-backs, c) Late Payments received after the 10<sup>th</sup> of each month, d) Door Collection Charge for payments collected at the residence, e) Reconnection for being disconnected for non-payment, f) Re-activation for equipment being de-activated for non-payment.
6. **Taxes.** Subscriber acknowledges that all products and services offered are subject to Federal, State, and Local taxes and fees.
7. **Price Changes.** CCC, from time to time, may adjust pricing for its products and services to Subscribers. Should a change in any price occur for products and services, CCC will provide a minimum 30 day notice prior to the due date of the bill reflecting such changes in writing to Subscriber.
8. **Acceptable Use Policy.** Subscriber acknowledges and agrees to abide by the "Community Communications Company Acceptable Use Policy." A copy is available by request or by visiting [www.ccc-cable.net/aup](http://www.ccc-cable.net/aup)
9. **Regulation.** Subscriber acknowledges that CCC is a service provider subject to governmental and regulatory agencies. Subscriber agrees to abide by and be bound by all governmental, regulatory agencies and all reasonable regulations of CCC.
10. **Promotional Services.** Subscriber may receive programming or Equipment rental ("Promotional Services") at an abated rate ("Promotional Period"). Subscriber acknowledges that upon the termination of the Promotional Period, billing will initiate at the current rate of Promotional Services at the time of expiration. Should Subscriber wish not to be charged regular pricing for Promotional Services, Subscriber must contact our customer service department prior to the expiration of Promotional Period to have Promotional Services discontinued, to prevent being charged full price. Upon acceptance of Promotional Services from CCC, Subscriber agrees to subscribe to CCC for a minimum of 3 months following the expiration of the Promotional Period and is prohibited from early termination of Subscribership equal to the discount amount for the period of time Subscriber received service. Notwithstanding the foregoing, early termination of services is accepted only if Subscriber relocates outside of CCC service area.
11. **Service Interruptions/Force Majeure.** (a) I agree that CCC has no liability for delays in or interruption to my Services, except that if for reasons within CCC's reasonable control, for more than seventy two (72) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the HSD Service or (iii) there is a complete failure of the Digital Voice Service, CCC will give me a prorated credit for the period of such interruption or failure if I request one within 30 days of the interruption or failure. In no event shall CCC be required to credit me an amount in excess of applicable service fees. CCC will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.  

(b) I acknowledge that CCC may conduct maintenance from time to time that may result in interruptions of my Services.

(c) CCC shall have no liability, except as set forth in Section 11(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.
12. **Scope of Service.** (a) My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. CCC will, at its own expense, repair damage to or, at CCC's option, replace CCC Equipment, and attempt to correct interruptions of the Services. Subscriber acknowledges that CCC cannot guarantee continuous internet speeds, uninterrupted service, or error free products inasmuch that many factors affecting quality are outside the control of CCC.  

(b) Unless I have obtained a CCC Service Agreement, available at a monthly fee, I agree that I am responsible for all wiring and equipment installed inside my residence whether installed by CCC personnel or not.

(c) CCC will have no obligation to install, connect, support, maintain, repair or replace any Computer, television, televoice or televoice answering device, audiovisual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software, or any cable modem, cabling or other equipment (other than rented CCC Equipment of which a Converter or Modem agreement has been signed). CCC's attempts to service such equipment or software at any time in good faith gesture to serve the customer imply no obligation on their part to do so without charge at a later time.

(d) I agree that CCC has no responsibility for the operation of any equipment, software or service other than the Services, the CCC Equipment and the CCC-licensed Software. For instance, I acknowledge that certain commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready," may not be able to receive or utilize all available Services without the addition of a CCC converter box or other CCC Equipment for which a fee may be charged. If I receive HSD Service, CCC has no responsibility to support, maintain or repair any third party equipment, software or service that I elect to use in connection with the HSD Service. For assistance with technical problems arising from such equipment, software or Services, I should refer technical support to the relevant third party's material or a reputable service professional for the same.

I agree to accept services defined in the work order presented to me from CCC and that I have read, accepted, and agree to abide by all of the Terms and Conditions of this Agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ ("Subscriber") CCC Account Number: \_\_\_\_\_