

## Terms and Conditions

The Terms and Conditions contained herein outline essential information regarding the terms and conditions of service, billing procedures and the relationship between you, the Customer and MU FiberNET regarding the provision of MU services you have selected. Customer agrees to be bound by all the Terms and Conditions contained herein and posted on our website, [www.musfiber.net](http://www.musfiber.net). The website contains important information regarding FiberNET, Terms of Use, and our Privacy Policy.

**EQUIPMENT.** (a) MU Owned. The set top box unit and other MU property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the property of MU. Customer assumes the risk of loss, theft or damage to the Equipment at all times prior to the removal of the units by MU or return of the units by Customer. Home Wiring. For new and existing single unit installations, the cable wire inside the Demarcation point, as defined by the FCC, shall become a fixture to the reality upon installation. For multiple dwelling unit or commercial installations the cable wire inside the Demarcation point shall not be deemed a fixture or part of the Customer's reality unless the Customer purchases the cable wire when Service is terminated. (b) Customer Owned. Customer agrees that MU is not responsible for the operation, maintenance, service or repair of Customer's television, computer, radio or any other consumer electronics, which may, from time to time, be connected to the Service.

**ACCESS.** Customer hereby grants MU the right to enter upon the property at the service address to install Service, and to audit, adjust, repair, replace, maintain, move or remove Equipment and, from time to time, check for signal issues.

**PARENTAL CONTROL.** Parental control features are available for use with the Service to block or "lock-out" certain video programming channels. You will find information in your Welcome Kit on how to enable these features.

**PAYMENT TERMS.** Customer agrees to pay monthly charges in advance. Failure to pay the total balance when due shall constitute a breach of the Service Agreement and may be grounds for disconnection of Service and/or imposition of additional fees, in accordance with applicable law. MU may charge a reasonable service fee for all returned checks and bankcard charge backs. The returned check amount (plus fee) must be replaced by cash, cashier's check or money order. MU may also charge a deposit for service based on customer's credit rating as determined in accordance with MU's policies and procedures. Any charges associated with Service and Equipment additions requested by Customer subsequent to the initial installation shall be reflected on the Customer's billing statement after the additional Service and/or Equipment has been added. Customer must bring any billing errors or requests for credit to MU's attention within thirty (30) days of the time Customer receives the bill for which correction of a billing error or credit is sought.

**CHANGES TO SERVICE.** MU reserves a certain time window (typically five to seven business days) to effect any changes in Service. Any refund due will be mailed within a certain time window (typically 30 days) after settlement of account, return of Equipment to MU and completion of the final billing cycle.

**CORRESPONDENCE.** Do not mail written correspondence with your bill statement. Please submit all correspondence to Morristown Utilities at P.O. Box 667, Morristown, Tennessee 37815.

**LATE FEES.** If MU does not receive timely, full payment, Customer may be charged a Late Fee, Processing Fee or Late Processing Fee (Late Fee). The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer's service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. MU will tell Customer the amount of the Late Fee and other separate or additional charges at the time Customer subscribes to and receives MU's services, prior to the time MU implements a new fee, and in MU's annual mailings to Customer thereafter. MU does not extend credit to our Customers and the Late Fee is not interest, a credit service charge or a finance charge. MU's late fee practices may be revised to comply with applicable federal, state or local laws, rules or regulations.

**PRIOR ACCOUNTS.** Customer warrants that no monies are owing to MU from previous accounts with MU. If MU finds a prior account with Customer with monies owed to MU, then MU may apply any funds received to that prior account.

**TERMINATION BY CUSTOMER.** Customer may terminate Service in person at the cable system office or by telephone. To avoid any billing misunderstanding, telephone requests for disconnection should be followed up either in writing or in person.

**TERMINATION OF SERVICE/DISCONNECTED ACCOUNT.** Upon termination, the company may charge additional fees on any unpaid balance. MU reserves the right to continue billing for Service through the end of the billing cycle or until all Equipment has been returned, whichever occurs first. The replacement costs for any unreturned Equipment will be posted to Customer's account once billing ends. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to MU. Upon termination of Service, Customer shall be liable to MU for the full replacement cost of any unreturned Equipment. Customer understands and agrees that any deposit account may be used to offset any outstanding balance and or the cost of any unreturned Equipment. Further, Customer understands and agrees that MU may charge Customer's credit card on the file at termination of Service in the amount of any

outstanding balance and/or for the cost of any unreturned Equipment, in accordance with applicable law.

**RESTRICTIONS.** Customer may not order or request PPV, digital music or any other programming for receipt, exhibition or taping in a commercial establishment. Customer may not exhibit or assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider. If Customer fails to abide by this restriction, Customer accepts liability for any and all claims made against Customer or MU on account of any commercial exhibition. Customers selecting only “Basic” video service may be required to purchase at least one additional MU FiberNET service or provide a service charge.

**PROGRAMMING.** Customer acknowledges that MU has the right at any time to preempt without notice specific advertised programming and to substitute programming, which MU deems to be comparable. Customers purchasing only “Basic” video service will be required to purchase at least one additional MU FiberNET Service and/or pay an initial facility charge.

**THEFT OF SERVICE.** Customer shall not intercept, receive, share or assist in the interception, receipt or sharing of any Service offered by MU. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from MU.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** (a) No Warranty. MU makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder. (b) Limitation of Liability. MU shall not be liable to Customer for indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in connection with the Service or any acts or omissions associated therewith, including any acts or omissions by subcontractors of MU, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss, or damages or whether any other remedy provided herein fails. (c) Customer Exclusive Remedy. MU’s entire liability and Customer’s exclusive remedy with respect to the use of the Services or any breach by MU of any obligation MU may have under these Terms and Conditions shall be Customer’s ability to terminate the Service or to obtain the replacement or repair of any defective Equipment in no event shall MU’s liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer during the preceding thirty (30) day period.

**MISCELLANEOUS.** (a) Governing Law. The agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Tennessee without regard to conflicts of law provisions. The Customer agrees that the federal and state courts of Tennessee alone have jurisdiction over all disputes arising under this Agreement and the Customer consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement. (b) Severability. Of any term,

covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. (c) Assignment – Change of Occupancy. The Service shall only be provided to Customer at the address where MU's installation is performed. Customer may not transfer Customer's rights or obligations hereunder to any successor tenant or occupant or to any other address without MU's prior written consent.

**HEADINGS.** Headings are inserted for convenience and reference only and shall not be considered to the interpretation of this Agreement.

**ASSIGNMENT CHANGE OF OCCUPANCY.** The Service shall only be provided to Customer at the address where MU's installation is performed. Customer may not transfer Customer's rights or obligations to the Service to any successor tenant or occupant or to any other address without MU's prior written consent.