

## General Terms of Service

**En-Touch Systems, Inc.**, and its subsidiaries ETS Telephone Company, Inc., ETS Cablevision, Inc., and En-Touch Alarm Systems, Inc., collectively and individually, will be referred to as Provider in this agreement. At my request, Provider will install equipment and provide me with local and long distance telephone, cable television service, alarm monitoring service, high speed Internet access, or any combination of these services. In consideration of this, and subject to federal and state laws, regulations of the Texas Public Utility Commission and of the Federal Communications Commission and any applicable franchises, I agree as follows:

1. Ownership of Equipment. All equipment installed in or on my premises by Provider, including protectors, converters, modems, decoders, terminals, remote control equipment, and associated equipment is and remains the sole and exclusive property of the Provider unless otherwise specified in writing by the Provider.
2. Access to Equipment. I will make my premises available to authorized representatives of Provider for inspection, audit, repair, replacement, and/or removal of the equipment during regular business hours. Failure to permit access to the equipment may result in termination of service. The Provider shall not be liable for the operation, maintenance, or service of any telephone, answering machine, computer, TV, DVD player, home theater, surround sound, privately purchased modem, router or DVR, or other privately owned equipment on my premises.
3. Damage to Equipment. I will take reasonable care to prevent damage to the equipment. Other than normal wear and tear, physical damage to the equipment, including but not limited to accidental breakage or house fire, is my responsibility and I agree to pay the Provider for the reasonable costs of repair or replacement.
4. Lost or Stolen Equipment. In the event my equipment is lost or stolen, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such loss or theft, I agree to pay the Provider liquidated damages. The cost of each unit will be based on the purchase price of the equipment received. I agree that this is appropriate in light of the problem of theft of cable services; the existence of a 'black market' in converters; and the ability of a third party to receive cable services, without paying, with an unlawfully obtained converter, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages to the Provider in each case arising from the loss or theft of a converter unit.
5. Tampering with Equipment. I will not, nor will I permit others, to move, alter, or tamper with the equipment, or use it contrary to this agreement. In the event I tamper with, or permit others to tamper with, the equipment, I agree to pay Provider liquidated damages for each such unit. I agree that this is appropriate in light of the problem of theft of services, and the loss of revenue to the Provider due to tampering. Further, I will not connect or attach, directly or indirectly, any additional TV, DVD player or other device to the equipment without the express permission of the Provider.

### Installation and Disconnection

6. Installation. The Provider shall not be liable for any effects of normal service installation and workmanship, such as holes in the walls, etc., which may remain after installation or removal of the equipment, except for damage caused by gross negligence on the part of the Provider. The security system and all its components, telephone and coax wiring, are the property of the homeowner.
7. Disconnection. I may change or discontinue service at any time upon notification to the Provider; however, I expressly agree to pay the Provider for all services received until the disconnection or change is made. If I discontinue service and I am currently receiving a Commitment Term Discount for services, I agree to pay Provider liquidated damages as follows. If services are disconnected within 6 months of the expiration of my Commitment Term, I agree to pay the greater of \$50 or the monthly discount received off retail services I agreed to receive times the number of months remaining on the contract. If services are disconnected within a Commitment Term that expires greater than 6 months but fewer than 12 months from the date of disconnection, I agree to pay Provider \$100 in liquidated damages. If services are disconnected within a Commitment Term that expires greater than 12 months from the date of disconnection, I agree to pay Provider \$200 in liquidated damages. If I discontinue service, the return of any converters, digital video recorders, modems, or other equipment shall be my responsibility. The Provider may collect such equipment when the service is disconnected; however, if they do not,

I agree to return them to Provider within five (5) working days after disconnection. Monthly billing may be continued until they are returned or a restocking fee may be assessed for each piece. Failure of Provider to remove its equipment shall not be deemed abandonment. If I disconnect service for the reason of moving to an area reasonably serviceable by the Provider, as determined by the Provider, during my Commitment Term, I agree to pay for liquidated damages as set forth above. If I move to an area that is not reasonably serviceable by the Provider, as determined by the Provider, and I can provide proof of residence at the new location I will not be required to pay liquidated damages as determined above but am still responsible for all services rendered until disconnection. Acceptable proof of new residence include a new verified address, verified letter from an employer on company letterhead confirming that you are moving to a residence and contact information to verify.

8. Property owner's Permission for Service. If I rent or lease, I will obtain property owner's permission for Provider to provide service to my premises, and to install, maintain, repair, replace, and/or remove Provider's equipment from the premises. I agree to indemnify and hold the Provider harmless from any claims, damages, costs, and expenses (including, without limitation, court costs, and attorney's fees) arising out of my failure to do so, or of misrepresenting to Provider that such permission has been obtained. Property owner retains ownership of all premises wiring, including telephone, cable television, and alarm system wiring.

9. Reconnection- I understand that in order to have my services reconnected after they have been disconnected for non-payment, I must not have an existing balance on my account or any other associated enTouch account. I also agree to provide my cell phone number, where available, and to opt into enTouch's text message notification service to receive text notifications of my monthly statements. I understand that after I have been opted into this text message service, I can opt-out at any time.

#### **Service Conditions**

9. Changes in Services, Terms and Service Charges. I understand that, from time to time, Provider may change or delete its services and may change its service charges. I will be informed of all changes in service and service charges prior to their effective date. Changes to Terms of Service will be posted to Provider's website, www.entouch.net, and will be effective immediately after posting, or as of the Effective Date specified.

10. Credit Checks. Federal and State laws against discrimination require that service be made available equally to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual in compliance with these laws. I understand that Provider's agreement to provide service to me is conditioned upon a reasonable showing that I am in good financial standing, and that the Provider may verify my credit standing in accordance with applicable laws and require a deposit based upon my credit standing.

11. Deposit. If a deposit for service or equipment is required, Provider will refund such deposit to me upon discontinuance of service and notification of forwarding address, minus any deductions for unpaid service charges and/or equipment charges. In the event my account contains a balance, which is in excess of such deposit at the time I discontinue service, I agree to pay Provider for any additional monies owed upon discontinuance of service.

12. Service Interruptions. I understand that service is provided on a monthly basis and that Provider shall assume no liability for interruption of services. If service is interrupted for reasons within Provider's control for more than twenty-four (24) consecutive hours, the Provider will give me a prorated credit if I request one. In no event shall Provider be liable for more than the reimbursement of the applicable service fees for the interruption or termination of services in connection with this agreement.

13. Theft of Service. I am aware that theft or willful damage, alteration or destruction of Provider's equipment or unauthorized reception of services or assisting such theft or unauthorized reception is punishable under law by fine and/or imprisonment. Nothing in this Agreement, including, but not limited to, paragraphs 4 or 5 above, shall prevent Provider from enforcing any rights it has with respect to theft or tampering of Provider service or equipment under federal or state law.

#### **Service Charges**

14. Payment. I agree to pay for all services provided to me including charges for (a) installation, (b) equipment, (c) tier services including basic tier, (d) services provided on a per channel or per program basis, (e) alarm monitoring

services, (f) local telephone services, (g) long distance telephone services, (h) high-speed internet access service (i) any other services provided by Provider, and (j) all applicable local, state or federal surcharges, fees or taxes. All charges (some of which are billed in advance) are payable promptly upon receipt of Provider invoice, but shall be paid no later than the 25<sup>th</sup> day of the monthly billing cycle for which I have received services. I will send payment to Provider's remittance address specified on the invoice. If I do not pay my bill on time, my service may be disconnected.

15. Pay Per View and/or Video on Demand. I am responsible for all movies and pay per view events ordered to my account and agree to pay all charges whether or not the order was placed with or without my permission. I accept responsibility to exercise due care and security of the ordering process to prevent unauthorized orders, but if orders are placed without my approval, I agree to pay the charges. Credits will be issued only for service problems where the account reflects a service report at the time the movie or event was in progress.

16. Late Charges. If my payment of monthly charges is not received by the Provider by the last day of the monthly billing cycle for which I have received services, then at any time thereafter the Provider also may impose, and I agree to pay, a late charge of \$11.50 as payment for the additional administrative expense incurred with respect to the handling of the late payment. From time to time, Provider may increase the late charge upon a reasonable prior notification.

17. Other Charges. If my service is disconnected, Provider may impose, and I agree to pay, a reconnect charge and/or security deposit, in addition to any outstanding balance including any late charge, before service is restored. If my bank does not honor my check, Provider may impose, and I agree to pay, a service charge on my account. I agree to pay charges for repair service calls resulting from my misuse of the Provider equipment or for failures in equipment not supplied by Provider. Provider is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Provider.

18. Charges Upon Disconnection. Upon disconnection of any or all services, I agree to pay the Provider for any outstanding amounts due on my account. In addition, I agree to pay all reasonable attorney's fees and costs the Provider incurs to collect any charges due pursuant to any section of this agreement.

#### **Other**

19. Assignment. I may not assign or transfer this agreement. The Provider may transfer or assign this agreement at any time without notice to me, and I waive any such notice which may be required.

20. Disclosure of Name. Provider keeps regular business records that include my name, address, payment information, and other personal information. I understand that applicable federal law allows Provider to disclose the names and addresses of its subscribers to select firms for mailing lists or for other purposes. However, my name may not be disclosed if I instruct Provider in writing not to do so.

21. No Liability for Merchandise Offered. If I receive merchandise in connection with, or advertised on television channels or on the internet, Provider shall not be liable for its quality, or for the representations or warranties of its seller and/or manufacturer, or for any damage or injury resulting from its use. The service delivers unedited materials, some of which may be offensive to me. Provider has no control over and accepts no responsibility for such materials.

22. Miscellaneous. No representations, statement, warranty, other than as specifically set forth herein shall be binding upon Provider or upon me. I further understand and agree that Provider may, in its sole discretion, refuse future service to me should I willfully and knowingly violate any terms of this agreement. In the event of a conflict between a provision of this agreement and any law or regulation, the conflicting provision shall be modified or deleted as necessary to make it consistent with such law or regulation. All other provisions of this agreement shall remain in full force and effect.