

## **ECC Terms of Service**

### **Start and End of Service, Acceptance of Terms of Service**

A subscription begins when service is ordered and provided and ends when Ellicott City Cable Company, LLC or its affiliates (together ECC) closes an account by Subscriber's request, due to Subscriber's failure to make a timely payment or if Subscriber fails to consistently observe these Terms of Service. Any use of the service or subscription indicates acceptance of these Terms of Service which may be updated from time to time on the website [www.ECCable.com](http://www.ECCable.com). Any updates to these Terms of Service are effective 30 days after posting or on delivery. If Subscriber does not accept these Terms of Service, Subscriber must notify ECC and discontinue use of all ECC applicable services. ECC provides services only to certain areas of two communities in Howard County, Maryland known as Taylor Village and Waverly Woods, described as the ECC Service Area and on file at ECC's office; individuals and businesses may call to check if their address is eligible for service. Services include basic cable TV with High Definition TV (HDTV), access to certain Digital and HDTV programming, Broadband Internet and Telephone Services as described on ECC's service request forms and in this Terms of Service.

### **Use of Services**

Subscriber understands that while ECC will make every commercially reasonable effort to maintain continuous uptime for all of its services, ECC cannot guarantee 100% uptime, and Subscriber understands that ECC services should not be used for any failsafe operation.

Subscriber agrees to be responsible for all the use of the Ellicott City Cable Company (ECC) services at Subscriber's location, including cable television, satellite or digital television, video, internet, and telephone services to be sure that each is not used in any manner which is unethical, illegal, damaging or destructive to others or other equipment in any way while assuming all risk of loss, damage or consequence of all use or inability to use any of the provided equipment and connection(s). Subscriber agrees to be responsible for all use of Subscriber's ECC services whether by any others and at any locations other than Subscriber's address on record. Subscriber agrees to inform any other users of Subscriber's ECC services of these Terms of Service so that they will also consistently abide by them; any user is thus also referred to as a Subscriber in this Terms of Service and shall abide by all of its terms. Subscriber acknowledges that Subscriber may incur fees for and agrees to pay for all services and products which Subscriber uses or orders through ECC provided services. Subscriber accepts full responsibility for and agrees to indemnify ECC and its affiliates for any action of Subscriber in regards to Subscriber's use of or inability to use as expected any ECC or affiliated provider's service.

Subscriber agrees not to resell or re-distribute any ECC or affiliate provided service. Subscriber agrees not to operate through any ECC provided service as a provider of any similar service and Subscriber agrees Subscriber will not serve as a host, FTP or any other type of download or public server service. Subscriber indemnifies ECC and its affiliates for any use, inability to use or misuse Subscriber makes of any ECC or affiliate provided service.

### **Disputes**

Subscriber agrees to refer any dispute regarding any service or product obtained through Subscriber's use of any ECC service first to ECC and then if not resolved, to the third party providing the service. Any disputes regarding this agreement or use of any ECC service or equipment is first to be taken verbally or in writing informally to ECC administration; if this is not able to provide an adequate resolution, the only remaining resolution will be through binding arbitration, to resolve any and all disputes. The arbitration shall follow the rules of the American Arbitration Association with the cost of the arbitration to be born by the person seeking arbitration. Subscriber's sole compensation for any damages of any type under any circumstance or for any reason is limited to a refund of the last month's service fee for the service in question.

### **Passwords & Equipment**

Subscriber agrees to be responsible for safe and secure maintenance of all passwords and ECC provided equipment and will not share passwords with anyone outside the immediate household (or business) and will not tamper with any ECC

or third party provided software, program, device or equipment, whether at Subscriber's premise or elsewhere. Subscriber will return, or allow ECC to remove as appropriate, all non-purchased equipment in good working order within ten days of the end of the subscription or any termination of service. Subscriber agrees to pay by credit card or check the full retail price plus tax for any ECC or third party equipment which is not returned, or is lost, stolen, or damaged by other than normal wear and tear at the end of the subscription. If an equipment deposit was paid, it will be refunded within ten days of return of all working equipment. Subscriber will call or email ECC for service or replacement of any ECC equipment or service which is not working. ECC will replace at no charge any ECC owned equipment which fails in normal use; Subscriber shall pay for any repair or replacement of any equipment which has been tampered with, has broken seals, is lost or is damaged by other than normal use. Subscriber may wish to cover the equipment on Subscriber's homeowner's or renter's insurance to protect against any loss. ECC will assist Subscriber with obtaining repair or replacement of equipment Subscriber purchased from ECC or its affiliates, but Subscriber will pay for any costs associated with such service which are not covered by warranty. Subscriber agrees to use the ECC equipment only at the registered address and understands that any use of or attempt to use any of the equipment at any other address is a violation of these terms of service and may lead to failure to function, damage to the equipment or legal action.

Subscriber agrees and understands that Subscriber must provide his or her own equipment and software to make use of the service(s) and agrees to and accepts responsibility for all risks to all equipment and software provided by the Subscriber. On Subscriber's request for service, ECC and its affiliates will use their best efforts to adjust or repair Subscriber provided equipment and or software, on a time and material basis but Subscriber accepts and understands that ECC is not responsible for any existing or ensuing damage or failure of Subscriber equipment or software under any circumstances. ECC may replace, update, modify, disconnect or discontinue service if any equipment or software is determined by ECC to be in need of service or incompatible with, to cause interference with or to be damaging in any way to ECC equipment, services or other Subscribers. ECC may refuse or terminate service if Subscriber's wiring is substandard or causes leakage above acceptable standards which ECC cannot repair with a routine service call. ECC may, but is not required to, offer alternative or remedial wiring or connections on a time and materials basis.

ECC does not represent that any Subscriber provided equipment or software is necessarily compatible with any ECC service or equipment. ECC will assist the Subscriber, in a prudent business manner, to determine if Subscriber's equipment or software is compatible, but such assistance or recommendations is limited and confers no liability on ECC, its officers, agents, contractors or affiliates; Subscriber remains solely responsible for all safety, use, maintenance, updating and service of all Subscriber owned equipment and software except for any warranty support due Subscriber through ECC for equipment purchased through ECC. Due to the wide variety and continuously changing nature of equipment and software ECC does not guarantee any Subscriber provided equipment or software will perform its desired function in connection with ECC's service(s); ECC's free support and responsibility is limited to determining that ECC's equipment is functioning properly and delivering adequate signal. All other services of ECC, provided at Subscriber's request, in connecting, configuring, updating or repairing Subscriber's equipment or in adding additional outlets to Subscriber's premises are provided on a time and material basis at the rate of \$45.00 per hour plus materials at cost plus 15%, plus tax, with a one hour minimum charge, except that Subscriber requested internet or computer hardware or software services are at \$125 per hour with a one-half hour minimum. Any job estimate is not a firm quote and the final time and material required will be the actual charge.

### **Reservations**

ECC and its affiliates reserve the exclusive right at any time to change the channel lineup or services, limit bandwidth and to delete, change, block or modify IP or E-mail addresses and web pages and to determine if any action or inaction is objectionable or not in keeping with this agreement. High Definition (HD) and digital channel availability is subject to change and programming at the source of origin of the channels. Not all HD channels nationally or locally advertised are available on the ECC or affiliate system. ECC may terminate service if any or all of these Terms of Service are not fully and consistently maintained. ECC and its affiliates reserve the right to take any and all legal actions they deem prudent regarding any Subscribers' improper use of the ECC system or failure to abide by all of these or any affiliate's Terms of Service. ECC's and its affiliate's rights in this regard shall not be diminished regardless of whether they take action regarding any particular infraction of any Terms of Service and regardless of whether they perform regular or systematic reviews of Subscriber's or other's usage of the services, including web and

internet usage and content. By using any service or by creating, maintaining or utilizing any website, storage or web page through ECC or its affiliates, Subscriber agrees to be responsible for any and all Subscriber content and use, maintaining back ups as necessary of any and all software, storage, web content, e-mail or other internet usage or storage, while holding ECC and its affiliates harmless for any loss of service, use, data or content which may occur from any service or web based or Subscriber based equipment, software, virus, worm or other untoward item. ECC does not endorse or assume responsibility for any text, video, audio, web content or communication strictly because it is provided or delivered through ECC equipment, services or affiliates. ECC reserves the right without notice to transfer from time to time Subscriber Services from one affiliate to another as ECC determines best in its sole discretion; ECC will use its best efforts to maintain uninterrupted Subscriber Service in such instances; Subscriber may be required and agrees to provide access for programming or equipment upgrades or to execute new contracts or terms of service in order to obtain or maintain service. A Subscriber's failure to accept a change in service affiliate during the term of a contract will be considered an early service termination and subject to early termination fees. While every effort is made to ensure the accuracy of all materials, ECC reserves the right to update and/or correct any errors in its billing, websites or other promotional materials.

### **Content & Licenses**

Subscriber agrees to be responsible for and accepts all use by others of all website and other information and content which Subscriber sets up through ECC or its affiliates. Subscriber will avoid using any copy protected material unless Subscriber has obtained consent for the use of the protected material. Subscriber is responsible to obtain and maintain all necessary licenses and permissions for Subscriber's use of any protected material, software, program, service or content of any nature. No website or other Subscriber communication of any type on any ECC service may be a part of or recommend any activity which is illegal, unethical or immoral.

### **Privacy & Law Enforcement**

ECC will take commercially reasonable efforts to secure and protect any Subscriber provided identifying information and passwords. All ECC employees or contractors will wear ECC badges and/or identify themselves on request. ECC will only release such Subscriber information to its affiliates and contractors as necessary to provide and maintain the services for Subscriber. Except as required by law or governmental reporting, ECC will not otherwise provide Subscriber information to third parties without Subscriber's permission. ECC may request Subscriber to set in place and utilize certain Subscriber provided passwords to assist in protecting access to Subscriber's data and services. Subscriber is solely responsible for Subscriber's release of Subscriber's information to others through Subscriber's use of any of ECC's services. ECC will comply with and cooperate with all legally authorized law enforcement requests for access to Subscriber's data and services; Subscriber agrees to hold ECC harmless for any good faith action of ECC in this regard.

### **Non- Discrimination, Subscriber Age, Credit Check**

It is the policy of the Ellicott City Cable Company that employment, discharge, conditions of employment, compensation, promotion, provision and discontinuation of services is without discrimination against any person because of age, race, creed, religion, color, national origin, sex, sexual orientation or any other category listed in section 12.208 of the Howard County Code. To become a Subscriber, responsible individuals must be over 18 years of age and agree to allow ECC to perform any credit checks it deems necessary prior to or after establishing an account.

### **Access & Authorization**

Subscriber agrees to allow ECC, its agents employees and contractors reasonable access directly or remotely during business hours, or other times as agreed, to install, upgrade, service, configure, repair, replace, modify, exchange, maintain or inspect all ECC and affiliate provided equipment, whether that equipment is for cable TV, digital or satellite television, video services, internet services, telephone or other services. By signing up for service(s) Subscriber represents that Subscriber is authorized as or by the Owner to enter into the requested service agreement(s), to grant access to ECC and its affiliates, and Subscriber indemnifies ECC, its agents, officers and its affiliates for any misrepresentation of Subscriber. ECC will, at its option, repair, replace or pay up to \$1,000 for any Subscriber property which is damaged (other than through normal wear and tear) by ECC, its affiliates or agents; however, ECC and its affiliate assume no liability beyond any gross negligence of ECC for Subscriber equipment which is not

functioning.

**Fees and Terms**

Subscriber agrees to pay by credit card or check all fees within ten days of receipt of billing for all of ECC's and its affiliates' installation, service, equipment, taxes, government required fees, franchise fees and early termination fees and to pay one month in advance all recurring and government required fees for use of each service Subscriber obtains from ECC or any affiliate. ECC's affiliates, users and contractors include but are not limited to DirecTV<sup>®</sup>, telephone providers such as Hybrid Networks or other voice, VoIP, or long distance service providers, Village Service Company, Network Business Solutions, and various other utilities and installers. Subscriber is responsible to abide by and review all affiliate provider terms of service for any services obtained from affiliates. Subscriber may incur early termination fees with ECC and/or affiliates if an account is cancelled before expiration of certain periods of time, including special promotional and free offers and extensions of service associated with account upgrades. Subscriber agrees to maintain adequate funds and updated information with ECC and its affiliates to pay for all services, costs of collection and any late fees or other administrative costs. After a payment is 10 days late, a late fee of \$15 and interest of 12% per year (or the maximum allowed by law, whichever is less) accruing on the 30<sup>th</sup> day payment is late shall be due and considered a part of all amounts owing. Service may be denied or terminated at any time if Subscriber is more than 15 days in arrears for any payment or if a credit check is deemed inadequate.

ECC reserves the right to make limited promotional or installation offers which will not apply to existing Subscribers.

Due to the low monthly rates of ECC's video services, most DirecTV<sup>®</sup> rebates and special publicly advertised rates will not apply to ECC customers and services. ECC Services will be automatically renewed for the same term as the original term if not cancelled 15 or more days before the end of the term. ECC will adjust each fee to the rates in effect at the beginning of any contracted or renewed term. All ECC customers will automatically benefit from any rate decreases for the services they receive for the remainder of the term, once new rates for that service go into effect. ECC may charge different rates for monthly services than for contracts of longer terms, although generally service is only provided with a minimum one year contract. Each community may have its own rates for specific services. Only one, two and four year ECC contracts are protected from rate increases during the term of the contract. Four year contracts are rate locked for the first two years, with the rates for the second two years being those in place at the end of the second year of the term. Only ECC cable TV and Internet rates are locked or protected from increase on multi-year contracts; the rates of affiliates such as DirecTV<sup>®</sup>, Hybrid networks or other providers are determined by those affiliates and the terms with the affiliate, not ECC, or the term with ECC. Rates are available on request and are posted on the service request forms on the ECC website at [www.ECCable.com](http://www.ECCable.com). The Howard County Franchise fee is 5% of the ECC Cable fees, as required by Howard County Code. Additional PEG/INet (Public, Education, Government/Information Network) fees as required by Howard County are charged separately on the bill, currently at \$0.10 per month of service. Subscriber will notify ECC, or its affiliates as appropriate, within 60 days, or as provided by law, of any billing error in order to receive a credit or refund.

If service is terminated for any reason Subscriber may be required to pay a reconnection fee of \$50 to re-establish service. Early termination fees from ECC, DirecTV<sup>®</sup> or telephone provider such as Hybrid Networks or other affiliate will apply according to the customer's contract or any extension or upgrade of the service or contract per ECC or the affiliate's terms. Early termination of ECC residential services will require repayment of discounts from regular fees for the duration of the services provided and early termination penalty of \$50 for one year and \$100 for two and four year contracts. (Except that Waverly Gardens termination penalties are \$25 for one year and \$50 for two and four year contracts.) Special Free offers such as for TVs, DVRs or other equipment also carry additional early termination fees. Business services, rates and termination provisions are according to contract and business forms. If any service is terminated and customer wishes to re-establish service, all outstanding balances and a reconnection fee must first be paid along with the first month's fees for new service; ECC may also require a minimum one month's deposit to be maintained on account if the account was terminated for lack of payment or if the customer has poor credit in the opinion of ECC.

Provision of service, even if at a promotional rate or for free, is considered the start of a subscription's term. Although paid services will be prorated for any partial month at the start of service, a full month's fee will be due for any partial

month on termination of service. A partial month of service at the start of a year or longer contract will not count towards that contract year, which will be deemed to start on the first day of the next full month. Rates for labor are subject to change, currently \$45/hour, one hour minimum, with parts at 115% of cost, where applicable, except that Subscriber requested internet or computer hardware or software services are at \$125 per hour with a one-half hour minimum. The Howard County Franchise fee of 5% applies to all video: services, labor, parts and equipment. Franchise fees on all video services and other government fees are additional as required.

**911 Emergency Service**

Subscriber is responsible to provide ECC (and its affiliate telephone or voice providers) on originating service, and to update with any change, Subscriber's emergency 911 contact information. Subscriber understands that with any voice service such as Voice over Internet Protocol (VoIP), Subscriber is responsible to update ECC and its affiliates whenever Subscriber relocates any VoIP equipment or makes use of any VoIP service remotely. Remote service of any type at a different address is not recommended or supported. If Subscriber fails to make such notification or attempts to utilize any 911 service prior to receiving notification from ECC of 911 service registration, Subscriber acknowledges that traditional 911 services, especially automatic caller location, will not be available at Subscriber's location. Subscriber is aware that in a power or internet service failure telephone and emergency services relying on these services will be available for only a limited time or may not be available at all. Subscriber may obtain an Uninterruptible Power Supply (UPS) from ECC or others as recommended optional equipment for a fee, and Subscriber understands that each UPS's power backup time is limited and effected by the amount of equipment connected to the UPS, the power drawn by the equipment and the state of charge and condition of the batteries. To be effective all equipment needed to provide telephone or VoIP service in an emergency or power failure must be powered by and connected to the UPS (internet media converter, router, switch if any, analog telephone adapter, VoIP phone and wireless phone). No other equipment should be attached to the UPS as this will reduce the run time of available power. Batteries in UPS devices should be replaced by the Subscriber every five years or more frequently if heavily used; ECC can perform this replacement for a fee on request on ECC supplied or most Subscriber UPSs. Subscriber is responsible to inform other users of Subscriber's services of these features and to use an alternate means for any service requiring failsafe operation.

**Service Hours & Questions**

ECC will provide standard maintenance or repair during normal business hours by appointment from Monday through Friday from 9AM through 5PM; some Saturday & Sunday daytime and Monday to Thursday evening appointments may be available. Emergency repairs for major outages affecting the community will be provided as necessary at other hours. Subscribers may ask questions, report outages or request service at any time by calling 443-574-8900, by emailing Support@ECCable.com, by coming in person to the reception area during normal business hours at ECC's offices at the Administration Building at 4100 College Avenue or by writing to Ellicott City Cable Company, 4100 College Avenue, POB 396, Ellicott City, Maryland 21041-0396.

We value your business and suggestions.

Thank you for reading the Terms of Service.