

Terms and Conditions

Metronet (hereafter "Company": "we" or "us") and the customer whose name and address appear on this Service Order (hereafter "Customer", "you" or "your") enter into this agreement whereby we will provide you those services listed on the Service Order or any other services purchased by you from us ("Broadband Services") and you agree to pay our current fees and rates for those Broadband Services. We may change our fees and rates for the Broadband Services, from time to time, with notice to you as required by law. By signing the Service Order, you agree to abide by these Terms and Conditions and those contained in the Additional Terms of Service Addendum, which is hereby incorporated by reference, and collectively with the Service Order, forms the agreement between us ("Agreement").

1. Electronic Signatures, Notices and Disclosures. You consent to the use of electronic signatures for all agreements with us and consent to receive any or all notices and disclosures we send to you online or through other electronic means. Your consent may be given by: clicking a box indicating your acceptance, consent or acknowledgment; activating any of our services; or, using any of our services. If you want a paper copy of any document provided to you online, by email or other electronic means, please contact us at 1-877-407-3224 and a paper copy will be sent to you at no charge (except for paper invoices for which we may charge a fee). If you no longer wish to sign documents using electronic signatures or receive notices or disclosures electronically, you may send a letter withdrawing your consent at no charge to you to Metronet, Attn: Chief Information Officer, 8837 Bond Street, Overland Park, KS 66214. Your withdrawal will not affect the legal validity or enforceability of the electronic documents, signatures and deliveries prior to the time the withdrawal of your consent is processed. If your email or other address for electronic communications changes, please let us know promptly by contacting 1-877-407-3224. The following hardware and software are required to access and retain the electronic documents: Adobe Acrobat Reader software, version 6.0 or higher, computer running the latest version of Microsoft Internet Explorer or another compatible browser capable of viewing the site in 128 bit encryption.

2. Term, Billing, Payment, and Early Termination Charges. Unless otherwise specified on the Service Order, the term of the Agreement is month-to-month. With the exception of usage based charges, you will be billed monthly in advance for the Broadband Services. In addition, installation, set up, or construction charges may apply. You agree to pay all charges stated in your bill, including any taxes or surcharges, by the due date. If you do not pay your bill in full by the due date, you may incur a late payment fee of twenty-five dollars (\$25.00) or the highest late payment fee allowed by law. The unpaid portion of your bill will also incur interest, from the due date until paid, at 3.0% per month or the highest rate allowed by law. We may also discontinue some or all of your Broadband Services until payment is received. In the event that we disconnect your Broadband Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past amount due from you, you agree to pay our expenses including, but not limited to, court costs, service fees, collection fees, and attorney's fees.

It is our preference that you sign up for the automatic bank draft payment method and that we provide invoices to you electronically. We may offer discounts to you if you sign up for our preferred automatic payment method. If you elect to receive a paper invoice, you may incur a charge for each paper invoice. Please contact your local office for any current discounts and paper invoice charges.

Early Termination Charges. If your Broadband Services are for a term of more than one month and are terminated by you for any reason prior to the expiration of your then current term or by us due to your breach of this Agreement, including your failure to pay, we may charge you, as liquidated damages and not as a penalty, an amount equal to (i) any outstanding and unpaid amounts, whether or not previously invoiced, for Broadband Services rendered prior to the date the Broadband Services are terminated, (ii) 100% of the monthly recurring fees for the terminated Broadband Services, including usage based fees, multiplied by the number of months remaining on the then current term, and (iii) any unpaid non-recurring fees associated with the terminated Broadband Services, including any costs and charges incurred by us related to the installation and implementation of the Broadband Services. Such Early Termination Charges will be due within 30 days of Broadband Service cancellation.

3. Refund Policy. There are no refunds for rendered Broadband Services. Subject to the provisions regarding Early Termination Charges, if you voluntarily terminate your Agreement with us and you have paid us in advance for Broadband Services not yet rendered by us, then, after receiving a final invoice from us, you may request a refund equal to the credits listed on your final invoice. All such refunds are subject to the following conditions: (i) your account must be current; (ii) all equipment provided to you by us must be returned to us in proper working condition; (iii) all requests for a refund must be made within sixty (60) days of the date you receive a final invoice from us; and (iv) all requests for a refund must be made to our customer service department at 1-877-407-3224.

4. Equipment. We will install equipment in and around your residence. This equipment may include, but is not limited to, a Network Interface Device ("NID"), set top boxes, remote controls, and cabling (collectively the "Equipment"). Unless you purchase the Equipment, the Equipment is our property. You agree that you will not move any of the Equipment to another location outside your residence either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your residence. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or Equipment located outside your residence, and obtaining a signed receipt from us. You agree that you are responsible for the cost of the commercial electric service required to operate the NID.

5. Installation; Access to Premises. You hereby authorize us and/or our contractors to enter your residence during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto your property at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your residence. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your residence. We are not responsible for the operation, maintenance and repair of your television, computer or any other device owned by you to which we establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network, including, but not limited to, cable signal and bandwidth leakage. You agree that we will have no liability for any lost wages and expenses you may incur as a result of any present or future work to be performed by us or any appointment made to perform present or future work. If you are not the owner of the residence or other premises upon which our Equipment or Broadband Services are to be installed, you warrant that you have obtained the consent of the owner of the premises for our representatives to enter the premises for the purposes described in this section. You agree to indemnify and hold harmless the Company, its affiliates and their representatives from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees). In some instances, installation, set up or construction charges may apply as specified on the Service Order.

6. Limitation of Liability and Indemnification.

CUSTOMER AGREES THAT ALL BROADBAND SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR FREE. COMPANY MAKES NO WARRANTY THAT THE BROADBAND SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD PARTY UNAUTHORIZED ACCESS OR MONITORING. CUSTOMER AGREES THAT ALL USE OF THE BROADBAND SERVICES IS AT CUSTOMER'S SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE BROADBAND SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL COMPANY, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF COMPANY'S EQUIPMENT, THE USE OR INABILITY TO USE THE BROADBAND SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD PARTY SERVICES INCLUDING, BUT NOT LIMITED TO E911 SERVICE AND HOME SECURITY OR MEDICAL MONITORING SERVICE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF COMPANY AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE BROADBAND SERVICES.

Customer agrees to defend, indemnify and hold harmless Company, its affiliates and Parent Corporation, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Broadband Services by Customer or otherwise arising out of Customer's breach of any term of the Agreement

7. Jurisdiction and Venue. Jurisdiction and venue for all disputes will be Evansville, Indiana. Both parties expressly waive the right to request a trial by jury regarding any legal dispute arising from this Agreement. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or the Broadband Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

8. Miscellaneous. The Agreement may not be assigned by Customer. Company may assign this Agreement without Customer consent. In the Agreement, wherever a singular word is used, it shall also include the plural whenever required by the context and vice versa. The invalidity or unenforceability of any provision of the Agreement shall not affect the other provisions, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been a part of the Agreement. All headings and captions are for convenience only, and will not be interpreted to have independent meaning or to modify any provision of the Agreement. The format, words and phrases used in this Agreement shall have the meaning generally understood in the broadband and communications industries. This Agreement shall be construed in accordance with its fair meaning and not against the drafting party. The Agreement represents the entire understanding between the parties and supersedes all prior agreements and representations whether express or implied, oral or written. Customer acknowledges that Customer is not entering into this Agreement in reliance on any term, condition, representation or warranty not expressly stated in the Agreement. The following provisions shall survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7 and 8.

Additional Terms of Service Addendum

All defined terms hereunder that are not specifically defined below shall have the same meaning ascribed to them as in the Terms and Conditions.

1. Purpose. The purpose of this Addendum is to specify in detail the additional terms and conditions that apply to the Broadband Services. These additional terms of service are part of the Agreement between us so please read them carefully. In the future, if you order additional Broadband Services from us, as they become available, you may be required to execute separate terms and conditions for such services.
2. Suspension of Services. In the event that we reasonably believe that you are using the Broadband Services for any detrimental or unlawful purpose or in contravention with the terms and provisions of the Agreement, without limiting any of our legal remedies, we may immediately discontinue one or all of your Broadband Services without notice to you or liability. Upon such occurrence any prepaid fees will be forfeited by you. Revocation of service does not relieve you of the obligation to pay any amount due and owing as of the date of termination, including any early termination charges.
3. Service Packages, Service Availability and Promotions. We reserve the right to change any aspect of a Broadband Service offering either individually or as part of a bundled package. Without limiting the foregoing, such changes may include pricing, service features, channel lineup, preempting previously advertised programming and customer eligibility requirements. Some of our services are not available in all markets. From time to time, we may offer promotions, such as price discounts or service upgrades. Promotions may be strictly limited and subject to change with respect to length, market and circumstances offered. Such promotions may not be available to all customers.
4. Additional Cable Television Terms and Conditions. To the extent that you receive any cable television services from us you agree to the following terms and conditions:
 - a. All cable television content provided by us is subject to copyright protection and you are not authorized to copy and distribute for sale, or to retransmit any such content. You may also not charge admission for the viewing of our cable television service. Notwithstanding the foregoing, to the extent permitted by law, you may make personal recordings of cable television content for your personal use only.
 - b. Other than a standard industry recording device (e.g. a DVR or VCR), you may not install or attach any device to our Equipment that can record and store our cable television content including, but not limited to, an external computer hard drive. If you have any questions about whether a device is authorized, you are encouraged to call us for clarification.
 - c. If you, or somebody at your residence, order pay-per-view programming from us, you will be obligated to pay for such programming. We recommend that you utilize an access code for ordering pay-per-view programming to prevent accidental and unauthorized orders. If you have questions about how to program an access code please refer to our equipment guide or contact us.
5. High Speed Internet Services. To the extent you receive high speed Internet service from us; you agree to abide the following terms and conditions. These terms and conditions supersede all other High Speed Internet Service terms and conditions in the Agreement.
 - a. As a part of our Internet service, we may provide you with access to free software downloads for things like virus protection, spam filtering and pop up blockers. So long as you are our customer, you have a limited license to use such software for your personal use only. You are prohibited from reverse engineering, copying, or otherwise modifying any of the software code. In the event you cancel your high speed Internet service with us, you agree to stop using such software and destroy any copies of the software you have made on your computer or otherwise.
 - b. You understand that all speed and throughput levels for our Internet services stated in the Service Order are "up to" levels and represent the higher end of the ranges of speed and throughput you can expect to receive from our Internet service. Because there are many factors outside of our control, including, but not limited to, your computer configuration, that may affect the speed of your Internet service, we do not guarantee that our Internet service will perform at any speeds or throughput levels.
 - c. If, in our sole judgment, you are uploading and/or downloading a significant amount of data, we reserve the right to impose a reasonable usage based charge and/or change your subscription to a higher Internet service package as a condition of continuing service with us.
 - d. We have promulgated Acceptable User and Privacy Policy Guidelines ("AUPP") to govern the use of our Internet services, which are hereby incorporated by reference and made a part of the Agreement. You agree to read and abide by our AUPP. A copy of the AUPP is available on our web page or, if you call our customer service department, we will mail a copy of the AUPP to you.
 - e. You understand and acknowledge that we reserve the right to restrict any content or services that may otherwise be available through your Internet connection if we determine, in our sole judgment, that: (i) such content is illegal; or (ii) our network or business is put at risk by such content.
6. Additional Phone Service Terms and Conditions. If you choose to receive phone service from us, you agree to abide the following terms and conditions. These terms and conditions are in addition to all other Phone Service terms and conditions in the Agreement.
 - a. You may not use the phone service for any of the following: (i) autodialing or continuous or excessive call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities; (v) abusive conduct including, without limitation, threatening, harassing or fraudulent behavior; or (vi) any purpose that threatens the safety, security or use of our network or our business including, but not limited to, excessive usage. You may not resell our phone service or equipment. If, in our sole and reasonable judgment, you are excessively using any of our phone service features or packages, including but not limited to unlimited long distance, we reserve the right to require you to subscribe to a higher level phone service package as a requirement of continuing your phone service with us.
 - b. Special Provisions Regarding E911 and Other Emergency Services. YOUR VOICE SERVICES INCLUDE 911/ENHANCED 911 (E911) FUNCTIONALITY THAT MAY DIFFER FROM THE 911/E911 FUNCTIONALITY FURNISHED BY OTHER PROVIDERS. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911 USING THE COMPANY'S VOICE SERVICES. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER OUR VOICE SERVICES OF THESE LIMITATIONS. You acknowledge that your services are electrically powered and that your voice services, including the ability to access 911/E911 emergency services and home security and medical monitoring services may not operate in the event of an electrical power outage or if your broadband cable connection is disrupted or not operating. The location and address associated with your voice services will be the address identified on the service order. You acknowledge that under the terms of this agreement, you are not permitted to move the Company's Equipment (including phones we provide) from the location in which it has been installed. If you do so, you do so in violation of this Agreement and at your own risk. Furthermore, if you move your phone or other Equipment to an address different than that identified on the service order, calls from you to 911 will appear to 911 emergency service operations to be coming from the address identified on the service order and not the new address. We utilize telephone numbers that are assigned in accordance with applicable numbering rules. Our voice services cannot accommodate the assignment of a telephone number outside of the telephone rate center to which that number is appropriately assigned. You understand that 911/E911 may not function if voice services are interrupted for any reason, including but not limited to failure of Company Equipment, a power outage, failure of the Company's network or facilities, network congestion, or suspension or disconnection of your services because of nonpayment.
 - c. You understand that our phone service is provided under the authority of a telephone tariff filed with your State's Public Utility Commission. Our tariff which contains additional terms and conditions regarding your phone service is hereby incorporated in the Agreement by reference.
7. Cooperation with Law Enforcement. If, in our sole and reasonable judgment, we believe you are using any of our Broadband Services for an illegal purpose, you acknowledge and agree that we may provide information about your usage to proper legal authorities for investigation and prosecution. You also agree that we may forward information about you and your use of the Broadband Services in response to law enforcement requests, subpoenas, court orders or similar requests when we reasonably determine that the disclosure of such information is appropriate and warranted under the circumstances.
8. Additional Changes to the Agreement. We reserve the right to further amend the Agreement to change or add terms and conditions of use. You agree so long as we notify you of these changes in the "billing news" section of your bill or through some other reasonable means of notification; you will abide by such additional terms and conditions. You acknowledge and understand that if your Agreement with us is month-to-month and, if you do not agree with any changes to the Agreement, you may cancel your service. If your Agreement with us is for a term longer than one month (e.g. 12 or 24 months) and you do not agree with a change to the Agreement materially adverse to you, you may terminate your service with no further liability by delivering written notice to us no later than thirty (30) days following the date we notify you of the change. Your continued use of the services after the expiration of such thirty (30) day period will be deemed your consent to any such changes.
9. Additional Inside Wire and Maintenance Terms and Conditions. If you signed up for our Inside Wire and Maintenance Plan (the "Plan"), you agree to the following terms and conditions:
 - a. Broadband Service. For avoidance of doubt, the Plan is a Broadband Service for purposes of the Agreement
 - b. Description. You are normally responsible for maintaining any inside wiring installed within your premises. The purpose of the Plan is to provide you protection against damage to the wiring and jacks we install on your behalf subject to the limitations set forth in these terms and conditions.
 - c. Coverage. When you call us to report trouble with a Broadband Service, we will test to determine the origin of the problem. If we determine that the problem is coming from the inside wiring we installed within your premises, subject to the limitations in these terms and conditions, we will repair or replace the defective wiring and/or jacks at no cost to you. If we determine that the problem is coming from any other source within your premises including, but not limited to, your equipment or wiring you installed, we reserve the right to charge you for any work we perform on your behalf to fix the problem.
 - d. Exceptions to Coverage. The following are excluded and not a part of the Plan:

(i) any damage caused by an "Act of God" (earthquake, flood, acts of war, fire, lightning, wind or fire); (ii) gross or intentional damage caused by you to the inside wiring; (iii) damage to our Equipment (iv) any wiring you install; (v) repair or replacement of any of your equipment; (vi) repair or replacement of wires or jacks that we cannot access; (vii) any wiring issues that existed prior to the date we installed the Broadband Services at your premises; and (viii) problems occurring in any horizontal or vertical risers owned by another party.

10. Additional Set Top Maintenance Plan Terms and Conditions. If you signed up for our Set Top Maintenance Plan (the "Set Top Plan"), you agree to the following terms and conditions:
 - a. Broadband Service. For avoidance of doubt, the Set Top Plan is a Broadband Service for purposes of the Agreement.
 - b. Description. Per your Agreement with us, you are normally responsible for any damage caused to a set top box or DVR unit we provide to you while in your possession regardless of cause. The purpose of the Set Top Plan is to provide you protection against any accidental damage caused to a set top box or DVR.
 - c. Coverage. If you experience an issue with your DVR or set top box, you will bring that Equipment in to our store location. We will examine the Equipment and determine the cause of issue. If we determine the issue was caused, in our reasonable estimation, by normal wear and tear, a manufacturing or software defect, or by an accident, we will replace the set top box or DVR at no charge to you.
 - d. Exceptions to Coverage. The following are excluded and not a part of the Set Top Plan: (i) any intentional damage to the Equipment; (ii) any damage caused by misuse or gross neglect (more than three claims in a 12 month period will be considered to be misuse); (iii) theft of the Equipment; and (iv) damage caused to any of your other equipment.

Television Privacy Policy

As your service provider, we understand how important protecting your privacy is to you. The purpose of this policy statement is to explain how we treat your personally identifiable information. Generally, personally identifiable information is any information that identifies you individually. Aggregate non-individual information about a group of subscribers, which may include you, is not considered personally identifiable information. At all times our goal is to protect your personally identifiable information with care and respect for your privacy.

1. Information Collected About You. In the course of providing you our cable television services, we collect certain information that identifies you personally from all other subscribers. This information may include any of the following: your name, service address, billing address, telephone numbers, social security number, driver's license number, e-mail address, and credit information. We also maintain customer service records about you relating to the following: billing and payment records, equipment usage, credit history, violations of your agreement with us, your service packages, the types and location of equipment installed by us in your home, number of televisions connected to our service, equipment service calls and repairs, and whether you rent or own your home, if required to provision service. We may also collect information about your video and audio equipment to aid in providing customer service support. From time-to-time, we may also collect customer satisfaction surveys, interviews, and questionnaires from you. We also keep records of all calls, e-mails, and correspondence received from you and sent to you by us.
2. Why We Collect Your Personal Information. We collect the personally identifiable information described above to help provide you with the best and highest quality cable television service possible. We also collect this information for related business purposes and as may be required by our contractual and legal obligations.
3. How We Use Your Personal Information. We utilize your personally identifiable information for the following purposes: installation of equipment, repair and maintenance activities, billing of services, quality of service improvement, customer service, advertising and marketing, verifying compliance with all applicable laws, verifying compliance with contractual obligations, tax and accounting purposes, and creating and marketing better service packages to you.
4. Parties Who May Receive Your Personal Information. The following parties may receive or have access to personally identifiable information about you: our employees, agents and contractors, accountants, billing and collection services, credit reporting agencies, and authorized governmental bodies. Unless you object by contacting our customer service department or mailing us your written objection, we may also disclose personal information, limited to your name and address, to some of our vendors. We may not disclose the extent of any viewing or other use of our cable services by you or the nature of any transaction made by you over our cable system as part of such disclosure. These vendors are also obligated to treat your personal information as confidential and may not disclose it to any third parties without your consent. It is also important for you to understand that we do not sell or give access to your personal information to any third party for telemarketing, direct mail or solicitation.
5. Disclosure Required by Law. As part of civil litigation, if we are required by a valid court order, we may provide personal information about you to a party requesting such information provided that you are notified of such order by the party to whom the order is directed. We may also disclose your personal information to a governmental entity pursuant to a valid court order, if such entity offers clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the information sought would be material to their case, and you are afforded an opportunity to appear and contest such entity's claim. We may also have to disclose the name and addresses of individuals as they appear in our subscriber records with respect to those who owe, or are owed, welfare support as part of an administrative subpoena from a state welfare agency. No court order or notice to you is required for such disclosure.
6. Retention of Your Personal Information. We may retain your personal information as long as you are our customer or until it is no longer needed for business or legal purposes, most notably for tax and accounting purposes. When your information is no longer needed for such purposes, we destroy the information unless there is an outstanding request pursuant to a court order.
7. Access to Your Personal Information. You have the right to inspect any of our records that contain your personal information for the purpose of correcting such records. If you wish to inspect your records, please notify us in writing and we will arrange such access, during normal business hours, at our local office.
8. Your Rights and Remedies. Under Federal law you have a civil cause of action for damages, attorneys' fees and litigation costs in Federal Court should you believe that we have violated our obligations to protect your personally identifiable information under applicable Federal law.

If you experience any problems with your cable television service that you would like to report, please contact our Customer Service team at: 1-877-407-3224.