



TERMS AND CONDITIONS

SERVICE includes video, data, voice communications, electronic messaging, and any related products or services. Service is provided to your address and is not intended for anyone outside of your immediate premises. These Terms & Conditions and the Acceptable Use Policy govern both the Service and any equipment or devices used to provide the Service. Customers with only a single service shall pay the current rate adder for a single service.

STANDARD INSTALLATION fees are normally waived for all customers. However, **it is required that LightTube services be kept for six months or a \$300 installation charge will be assessed. Customers who relocate outside of the LightTube service territory will be relieved of this charge.**

LightTube will provide the first 300' of fiber service line from the road at no charge to the customer. The service line will follow the path of the electric service, i.e. underground electric service will have underground fiber service and overhead electric service will have overhead fiber service. If a customer requires service to be extended beyond 300' from the roadway, their cost for this service will be:

- \$1.00/foot for each foot beyond 300 for underground
- \$.25/foot for each foot beyond 300 for overhead

Additionally, if TUA electric service is overhead but the customer wants their fiber service installed underground, customer shall pay \$.75/foot for the first 300' of installation distance from the road and \$1.00 per foot beyond 300'.

EQUIPMENT includes any facilities or devices that LightTube installs or connects to provide the Service, including but not limited to fiber optic cables, optical network units, set top boxes, remote controls, telephone adapters, and any other cables, connection, network or related powering devices. LightTube retains exclusive ownership of all equipment and facilities used to provide Service at your premises. You acknowledge that LightTube is not responsible for the operation, maintenance, service or repair of your television, computer, radio or any other consumer electronics, which may, from time to time, be connected to the Service.

Credit Policy: Deposits. LightTube reserves the right to review your previous billing history with Tullahoma Utilities Authority (TUA) or LightTube, or access your credit history through a credit reporting agency. Based on your previous payment history with TUA or LightTube, or your credit report, LightTube may, at its sole discretion, require a deposit for Service and/or Equipment. For customers with credit scores below LightTube's requirement, the following deposits will be required:

Service Deposits:	Broadband Services	\$75.00 Minimum and up to two times expected billing amount
Equipment Deposits:	Standard Digital Set-top Box	\$75.00
	HD Digital Set-top Box	\$100.00
	HD DVR Set-top Box	\$150.00
	High Capacity DVR STB	\$225.00

Service deposits can range from the minimum \$75.00 deposit up to two times expected billing per month. For customers considered high risk, the deposit will be two times the expected monthly billing amount and two times the above equipment deposit. LightTube may reject service to any applicant with two or more disconnects for non-payment of any services in the last twelve months or any customer with unacceptable credit. Residential customers with good credit may have up to four set top boxes without a deposit, but all above four will require a deposit for each box.

Billing: Payment Terms & Late Payment Penalty. LightTube will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears). Applicable charges will be set forth in LightTube's then-current fee schedule and posted on the LightTube website. Failure to pay the total balance when due may be grounds for disconnection of the Service ten days after the due date and/or a requirement for deposit(s), etc. A late charge of 5% will be added for all balances after the due date. LightTube will charge a reasonable fee for all returned checks, bank drafts denied, and bankcard charge backs. Any such returns of payment plus the return fee must be replaced by cash, cashier's check or money order within five days. If LightTube retains an agency or attorney to collect any amount owed, you will be obligated to pay all of LightTube's costs of collection together with reasonable attorney's fee. You must notify LightTube within thirty (30) days of your LightTube invoice date if you dispute any LightTube charges on that invoice or such dispute will be deemed waived.

Monthly Term; Automatic Renewal. Service is offered on a monthly basis. The initial monthly term will begin on the date that you receive Equipment from LightTube, and will terminate when the service is disconnected by LightTube.

Termination. Either you or LightTube may terminate these Terms & Conditions at any time by providing the other party with notice of termination, subject to the payment of applicable termination fees. Termination will be effective within 72 business



TERMS AND CONDITIONS

hours following notice of termination. If you terminate your Service, you will be responsible for the payment of all accrued but unpaid amounts due, through the effective date of service termination. Note that you may not receive your final bill for such amounts for up to sixty (60) days following termination. All Equipment must be returned to LightTube within seven (7) days of the date Service terminates. Otherwise, you will be charged for the cost of all equipment not returned undamaged and in original condition, reasonable wear and tear excluded.

Use of Service and Equipment. The Service and Equipment are provided to you for your personal use. You may not: resell or transfer the Service or the Equipment to any other person for any purpose, or charge others to use the Service; use the Service in any manner that is contradictory to the Acceptable Use provisions listed on the LightTube website; tamper with, disrupt or "hack" the equipment, or make use of the Service in any way that is inconsistent with its intended purpose. LightTube reserves the right to terminate your Service should you, in LightTube's sole discretion, commit any of the actions listed above. In addition, LightTube reserves the right to monitor for excessive use of the internet by residential customers and any customer determined to have excessive usage may be required to pay for a rate that appropriately reflects their usage.

Content. You are responsible for any and all liability that arises out of the content transmitted by or to you or other Users using the Service. A User means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you. You shall assure that use of the Service by you and any other User will at all times comply with all applicable laws, regulations and written and electronic instructions for use. LightTube reserves the right to terminate affected Services if LightTube determines that such use does not conform with the requirements set forth in these Terms & Conditions, the Acceptable Use provisions, interferes with LightTUBE's ability to provide Services to you or others, or receives notice from anyone that your or Users' use may violate any laws or regulations. You will indemnify and hold LightTube harmless against any and all liability arising from the content transmitted by or to you using the Service.

Parental Control. The Service may include cable television, pay per view or other video services. Parental control features are available for use with the Service to block or "lock-out" certain video programming channels. Please contact us if you would like more information about these features.

Video Programming. You acknowledge that LightTube has the right at any time to preempt without notice specific advertised programming and to substitute programming, which LightTube deems to be comparable. LightTube reserves the right to change, add, or delete programming channels as it deems necessary at any time and without prior notification.

Privacy. The Service utilizes, in whole or in part, the public Internet and third-party networks. LightTube is not liable for any lack of privacy which may be experienced in the use of the Service.

Access. Upon request, you shall promptly provide LightTube employees and contractors safe access to your premises for the purpose of installing, maintaining, removing or inspecting any or all equipment or facilities of LightTube used in delivering the Services to you and other customers of LightTube. You shall further provide such right-of-way and access rights as are necessary for LightTube's facilities used in the delivery of Service. These obligations shall survive termination of the Service for so long as LightTube maintains such facilities and equipment on your premises.

Theft of Service. You agree to notify LightTube immediately if your Service or Equipment is stolen or fraudulently used. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as LightTube receives notice of the theft or fraudulent use, you will be liable for all of the use of the Service and/or Equipment stolen from you or fraudulently used.

Copyright. Any firmware or software used to provide the Service and all Services, information, documents and materials provided by LightTube in written or electronic form are protected by trademark, copyright or other intellectual property laws. All names, service marks, trademarks, trade names, logos, content, photographs, sound or image files and domain names (collectively "marks") of LightTube are and shall remain the exclusive property of LightTube and nothing in these Terms & Conditions shall grant you the right or license to use any of such marks.

No Warranties on Service. **LIGHTTUBE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS.** Without limiting the foregoing, LightTube does not warrant that the service will be without failure, delay, interruption, error, degradation of quality, or loss of content, data or information. Neither LightTube nor its officers, directors, employees, contractors or any other service provider who furnishes services or products to customer in connection with these Terms & Conditions will be liable for unauthorized access to facilities, premises or equipment or for unauthorized access to, or alteration, theft or destruction of customer's data or information regardless of whether such damage occurs as a result of negligence by LightTube, its contractors or service providers. Statements and descriptions concerning the Service or Equipment, if any, by LightTube or by LightTube's contractors are informational and are not given as a warranty of any kind.

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TERMS AND CONDITIONS

Indemnity. You agree to indemnify and hold harmless LightTube and its employees, contractors, affiliates, agents, officers and directors from all liabilities, claims and expenses, including attorney's fees that arise from your use or misuse of the Service.

Governing Law. These Terms and Conditions and the relationship between you and LightTube shall be governed by the laws of the State of Tennessee. The failure of LightTube to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any portion of these Terms & Conditions is legally declared invalid or unenforceable, all other parts of these Terms & Conditions are still valid and enforceable. LightTube reserves the right to amend these Terms and Conditions at any time at its sole discretion.

By activating the Service, you acknowledge, represent and agree that you have read, understand, and agree to these Terms and Conditions, and that you are of legal age to be bound herein.

In addition to the authorization directly above, by signing below and activating a LightTube-account, you acknowledge, represent and agree that you have read, understand, and agree to all of LightTube's Terms and Conditions, and that you are of legal age to be bound herein.

Printed Name: _____

Signature: _____

Date: _____

Email Address: _____

Current Provider _____

Non-Published: Published:

Voice Mail: Yes No

Alarm System: Yes No

Do You Have Underground Service? Yes No Don't Know

Where Did You Hear About LightTube? Newspaper Realtor Friend Billboard

Dissatisfied with Current Provider Promo Coupon Other _____

NOTE: I understand that I must keep services for six (6) months or there will be a \$300 installation charge.

Customer Initials

Date