

## **NEW VISIONSCOMMUNICATIONS RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT**

We provide you with our Services on the condition that you comply with our Customer Agreements. These agreements, which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully.

Residential Services Subscriber Agreement (this document). This Agreement contains the general terms and conditions governing your use of the Services.

Your Work Order. This document identifies the Services you receive.

Terms of Service. This document contains information about your Services and New Visions policies relating to such matters as billing and customer service.

Acceptable Use Policy. The “do’s” and “don’ts” for use of our Services.

By signing your Work Order or using our Services, you accept (in other words, make legally binding) these Customer Agreements. Our website always contains the most current versions of our Customer Agreements. See [www.blinkusa.com](http://www.blinkusa.com) “Terms & Conditions” and click on “Residential Services Subscriber Agreement” or contact New Visions at 315-472-6300. **THIS AGREEMENT CONTAINS A BINDING “ARBITRATION CLAUSE,” WHICH SAYS THAT YOU AND NEW VISIONS AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF THIS PART OF THE AGREEMENT. SEE SECTION 15**

Capitalized terms used in this Agreement have special meanings, which are contained in Section 16. By accepting our Services, you agree with New Visions cable as follows:

### **1. Your Financial Responsibilities**

(a) You must pay for the Services you receive in accordance with our billing practices, along with any installation charges and other applicable fees and taxes. The Installation fee of \$249.99 for cable television is waived. However, should you cancel service within the first 120 days of service, the installation fee will apply. If you have any questions about our prices or fees, please contact New Visions at 315-472-6300.

(b) If you fail to pay us in full by the due date on your billing statement, we may require that you pay us the following additional amounts:

a late fee;

a field collection fee, if we accept payment at your home;

amounts we spend, including reasonable attorney’s fees, to collect the money you owe us.

(c) If we suspend any of your Services for failure to pay amounts you owe us or for violating our Customer Agreements, we may require that you pay us a fee for restoring your Service.

(d) If your check to us “bounces” (or if your bank or credit card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us a fee.

(e) We may verify your credit standing, including through credit reporting agencies.

(f) We may require a deposit or other guaranteed form of payment (for example, a credit card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or credit card account you have authorized us to use.

(g) You authorize us to accept (and charge you for) any orders or requests made through your Services or from your location. For example, if someone in your home makes a long distance phone call or requests a pay channel like HBO, you are responsible for the resulting charges.

(h) We are not required to notify you of offers we make available to others, or to lower your rates to equal those contained in such offers. If you fail to make payments as per New Visions terms & conditions, and your services are suspended, or terminated... upon making a payment and reestablishing your account/services, we have the right to waive any special promotional offers, or discounts being applied to your account, and will resume your services at the then current rate(s).

(i) You must bring any billing errors to our attention within 30 days of the day you receive the bill or you will waive your right to (in other words, you will not be eligible to receive) a refund or credit.

(j) Upon cancellation or termination of service, any account with a credit balance will be issued a check payable to the account holder of record, in approximately 90-120 days, after all charges have been applied against your New Visions account.

(k) Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what fees, taxes and surcharges to collect from you. You waive (in other words, you are not eligible to receive) a refund of any fees that we collect from you and pay to any government or agency. You can receive a list of the fees, taxes and surcharges we collect from: New Visions Communications, Inc., 6755 Manlius Center Rd., East Syracuse, NY 13057; Attention: Customer Tax Inquiries.

(l) You cannot settle amounts you owe us by writing "paid in full" or any other message on your bill or check.

(m) If you provide us with a credit or debit card for billing or deposit purposes and the issuer gives you a new card on the account with a different expiration date, you authorize us to update our records to reflect the new expiration date and to continue to use the account as before.

(n) If a third party sues New Visions based on your use of our Services (for example, claiming theft or copyright violation based on something you posted on-line using our HSD Service), you will indemnify us (in other words, make us whole) for any losses, including reasonable attorneys' fees, that we suffer.

## **2. Your Responsibilities Regarding Equipment**

(a) You will allow us to enter your premises to install, maintain or replace Equipment and to make sure our Services are operating and being delivered properly to you and your neighbors. If you stop receiving Services from us, you may terminate these rights by giving us 30 day advance notice. You confirm that you are authorized to grant the rights described in this paragraph.

(b) After we install or remove Equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make. We have an obligation to make such repairs only if we performed our work negligently and your property was damaged as a result.

(c) We can make changes to Equipment and Software through downloads from our network or otherwise. If you have a third party device (for example, a "router" device) attached to our Customer Use Equipment, we or the device manufacturer may from time to time download software to the device, which may change its features and functionality.

(d) You may not move our Customer Use Equipment to any location other than the location where you initially received the Services. This is true even if you have moved to a new location and continue to pay us for the Services. You may not remove or alter our logos or other identifying information (for example, serial numbers) on the Customer Use Equipment.

(e) You must return the Customer Use Equipment to us in good condition when the Services are terminated and, if you fail to do so, we have your permission to retrieve the Customer Use Equipment from your premises at your expense. You are responsible for applicable fees until we receive the Customer Use Equipment. If we do not receive the Customer Use Equipment within a reasonable amount of time after the Services are terminated, we are entitled to assume that you have lost the Customer Use Equipment.

(f) If the Customer Use Equipment is lost, stolen or damaged, you must reimburse us (as "liquidated damages") even if you are not at fault. You will receive an invoice and be responsible to pay for any damaged or unreturned equipment. The amount for any damaged or unreturned equipment is available in our published Rates and Services schedule.

(g) The Customer Use Equipment we provide to you always belongs to us. This includes Customer Use Equipment that is lost, stolen or damaged and that you reimburse us for. If you recover previously lost or stolen Customer Use Equipment for which you reimbursed us during the prior year, you will return the Customer Use Equipment to us and we will return the money you paid to us

### **3. Your Right to Use our Services and Property is Limited**

- (a) The Services we provide and the way we deliver them will change from time to time, in part due to our efforts to improve them. These changes may impact the Services you receive today, or may require that you change your own equipment or its configuration, or lease new or additional Customer Use Equipment from us, to continue to obtain the full benefit of those Services. If you are under a promotional or other offering with a set price for a period of time, you are assured only that you will be charged the set price during the time specified. You are not assured that the Services you receive (or that our equipment and system requirements) will remain the same.
- (b) The Services are for your reasonable, personal non-commercial use only. You may not provide the Services to any person who is not a member or guest in your household, or to persons outside your premises, whether for a fee or otherwise. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. For example, if you use a home wireless network with the Services, you will establish and use a secure password or similar means of limiting access to the members of your household.
- (c) If you knowingly access Services that you have not paid for, or damage or alter our Equipment (or use third party equipment) in order to obtain Services that you have not paid for, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or imprisonment. We can always enforce our rights with respect to theft of or tampering with our Services.
- (d) You are only allowed to use our Software and other intellectual property (for example, our name and logo) as needed to receive our Services.
- (e) We will conduct maintenance from time to time that may interrupt the Services.

### **4. Special Information for Home Phone Subscribers**

- (a) Our service Network Interface Device is electrically powered, and our Home Phone service is connected to a battery backup system that is designed to operate up to 8 hours. If you unplug this unit, your telephone service will not operate during a power outage.
- (b) If you intend to use the Home Phone Service with a home security or medical monitoring system, you are responsible for making sure it works properly and for the cost of doing so. You should contact your home security or medical monitoring provider in order to test your system's operation with the New Visions Home Phone Service.
- (c) Your installation location is the location we provide 911. If you call 911, emergency personnel will respond to that address.
- (d) If we do not comply with your requests regarding directory listing information (for example, list the wrong number or list a number you requested be unlisted), you may be entitled to a credit under our policies or, if greater, an amount prescribed by applicable regulatory requirements. Please contact New Visions corporate office at 315-472-6300 for more information. Other than these credits, we have no liability with respect to directory listings.
- (e) Ensuring that your address is correctly listed with 911 databases normally takes between 24 and 120 hours from the time that you subscribe to Home Phone service. Enhanced 911 service (which includes your address information) will not be available until such databases are updated.

### **5. Special Information for High-Speed Internet Subscribers**

- (a) We may use Network Management Systems to make our Services operate efficiently.
- (b) If you send or post materials through the Internet Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates our Customer Agreements, we may (but have no duty to) delete the materials, block access to them or cancel your account.

### **6. Objectionable Material and Parental Controls**

- (a) Our Services make available some material that may offend you or be inappropriate for members of your household. New Visions provides parental controls and other tools that can filter or block access to certain video programming. The availability and effectiveness of these tools may vary depending on your equipment and software.
- (b) Parental controls for video programming generally require that you lease a set-top box from us. For more information, please contact New Visions corporate office.
- (c) Even if you use the parental controls we provide, your household may be exposed to materials you find objectionable.

## **7. If You Have Service Problems, You May Be Entitled to a Credit**

(a) We will attempt to correct service problems caused by our Equipment or Software but we are not required to install, service or replace other equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact New Visions corporate office.

(b) New Visions has no liability for service interruptions except that, if you lose all Video, Internet or Home Phone Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control, we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue.

(c) We have no obligation to compensate you for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

(d) Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case in your area, we will follow the law.

(e) Our Services may not work with equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services as recommended by the device manufacturer. To get the full benefit of our Services, you may need to lease Customer Use Equipment from us.

## **8. We May Change our Customer Agreements**

(a) We may change our Customer Agreements by amending the on-line version of the relevant document. Unless you have entered into an Addendum that ensures a fixed price for a period of time (for instance, a Price Lock Guarantee Addendum), we may also change the prices for our services or the manner in which we charge for them.

(b) If you continue to use the Services following any change in our Customer Agreements, prices or other policies, you will have accepted the changes (in other words, made them legally binding). If you do not agree to the changes, you will need to contact New Visions corporate office to cancel your Services.

(c) Any changes to our Customer Agreements are intended to be prospective only. In other words, the amended version of the relevant document only becomes binding on you as of the date that we make the change.

## **9. We May Enforce our Customer Agreements**

(a) If we think you have violated our Customer Agreements, we have the right to suspend or terminate any or all of your Services without prior notification.

(b) We do not waive (in other words, give up) any rights under our Customer Agreements just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a violation of our Customer Agreements, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

## **10. Our Services are Not Guaranteed and Our Liability is Limited**

(a) OUR SERVICES ARE NOT GUARANTEED TO WORK OR TO BE ERROR FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CAN NOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

(b) EXCEPT FOR THE DIRECTORY LISTING SERVICE CREDITS DESCRIBED IN SECTION 4 AND THE SERVICE INTERRUPTION CREDITS DESCRIBED IN SECTION 7 OF THIS AGREEMENT, NEW VISIONS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH US, REGARDLESS OF THE BASIS OF ANY CLAIM. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), EQUIPMENT OR SOFTWARE. IN NO EVENT WILL NEW VISIONS BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

(c) THE SERVICES, EQUIPMENT AND SOFTWARE, AND THE COMMUNICATIONS YOU MAKE USING THEM, MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. NEW VISIONS WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO YOUR SERVICES, EQUIPMENT, COMMUNICATIONS OR DATA.

(d) OUR SERVICES, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT, SOFTWARE AND DATA. NEW VISIONS IS NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. FOR EXAMPLE, WE MAY, AT THE REQUEST OF THE MANUFACTURER OF ANY THIRD PARTY DEVICE THAT YOU HAVE CONNECTED (OR AUTHORIZED NEW VISIONS TO CONNECT) TO OUR NETWORK, DOWNLOAD SOFTWARE TO SUCH DEVICE, WHICH MAY CHANGE ITS FEATURES AND FUNCTIONALITY. NEW VISIONS IS NOT RESPONSIBLE FOR THESE DOWNLOADS OR ANY RESULTING LOSSES OR DAMAGES.

### **11. Your Privacy Rights and Obligations**

(a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Subscriber Privacy Notice.

(b) It is our practice to give each new customer our Subscriber Privacy Notice at installation and to provide all customers with our Subscriber Privacy Notice at least annually. You may obtain the Subscriber Privacy Notice at [www.blinkusa.com](http://www.blinkusa.com) “Terms & Conditions” then click “Privacy Notice” or from New Visions corporate office.

(c) When you or members of your household use our interactive features, you may provide us or third parties with your personal information. For more information regarding our collection, use and disclosure of your personal information, see our Subscriber Privacy Notice.

(d) New Visions may (but has no duty to) disclose any information that it believes appropriate to protect its rights, comply with law, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

(e) You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social security number or passwords that we may issue to you). If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person’s use of the information and we may provide your personal information to that person as if they were you.

### **12. You are Consenting to Phone and Email Contact**

(a) We may call any number you provide to us (or that we issue to you) for any purpose, including marketing of our Services. This is true even if your numbers are included on state or federal “do not call” lists. However, if you ask to have your number placed on our “do not call” list, we will not call you at that number for marketing purposes. To have your number placed on our “do not call” list, contact New Visions corporate office.

(b) We may email or text you using any address you provide to us (or that we issue to you) for any purpose, including marketing of our Services. You are responsible for any related charges (for example, charges for incoming text messages on your wireless phone). If you ask to have your address placed on our “do not email” list, we will not email or text marketing messages to you at that address. To have your address placed on our “do not email” list, contact New Visions corporate office.

(c) We may use automated dialing systems or artificial or recorded voices to call you.

### **13. You are Consenting to Use Electronic Notices and Communications**

(a) New Visions may provide notices to you using any method we determine appropriate, including by electronic means (for example, email or online posting).

(b) We may ask you to provide consents or authorizations, including by electronic means (for instance, using your remote control to purchase a VOD movie, receive information regarding an advertiser’s products or “opt in” to a consumer study), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.

#### **14. You are Agreeing to Limit the Time You Have to Bring a Legal Action**

You waive (in other words, give up) the right to commence any proceeding against New Visions if the relevant events occurred more than one year earlier. This waiver is not enforceable, and the normal statute of limitations in your area will apply, if you notified New Visions in writing of the events giving rise to the proceeding within one year of their occurrence.

#### **15. Unless you Opt Out, You are Agreeing to Resolve Certain Disputes Through Arbitration**

(a) Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in Section 15, each of us agrees to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. As an alternative, you may bring your claim in your local "small claims" court, if its rules permit it.

(b) You may bring claims only on your own behalf, and not on behalf of any official or other person, or any class of people. Only claims for money damages may be submitted to arbitration; claims for injunctive orders or similar relief must be brought in a court. You may not combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement. The arbitrator will decide whether a dispute can be arbitrated.

(c) The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or New Visions requests one. Any arbitration award over \$50,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.

(d) Before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees (but only to the extent they exceed your local small claims court filing fees) and (2) the portion of the arbitrator's costs for which you would normally be responsible. If New Visions wins the arbitration, you will reimburse us for these advances. New Visions will, of course, pay any fees or costs required under the law where you live.

(e) You may opt out of this agreement's arbitration provision. If you do so, neither you nor New Visions can require the other to participate in an arbitration proceeding. To opt out, you must notify New Visions in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

New Visions Communications, Inc  
6755 Manlius Center Rd  
East Syracuse, N.Y. 13057  
Attn: Arbitration Opt-out

You must include your name, address and New Visions account number and a clear statement that you wish to opt out of this Agreement's arbitration obligation.

(f) If the prohibition against class action and other claims brought on behalf of third parties contained in Section 15(b) is found to be unenforceable, then all of Section 15 will be null and void. This arbitration clause will survive the termination of your Services.

#### **16. Definitions**

(a) "Agreement" means this Residential Services Subscriber Agreement, as amended from time to time

(b) "Bandwidth Limit" means the aggregate amount of upstream and downstream data that a high-speed data customer may send and receive in a prescribed period (for example, a monthly billing period).

(c) "Customer Agreements" refers to the agreements, notices and policies described in the introduction to this Agreement.

(d) "Customer Use Equipment" means the remote controls, set-top boxes, DVR's and other pieces of equipment that we provide to you for use inside your premises to receive the Services (and that you must return to us if the Service is cancelled).

(e) "Dispute" means any dispute, claim, or controversy between you and New Visions regarding any aspect of your relationship with us, including those based on events that occurred prior to the date of this Agreement.

(f) "Equipment" means Customer Use Equipment and other equipment utilized in connection with the Services. Equipment does not include wiring on your premises and does not include your equipment (for example, your TV or computer).

(g) "HSD Service" and "High Speed Data Service" means our broadband Internet service .

(h) "including" or "include" means inclusion without limitation.

(i) "Network Management System" are the tools and techniques we use to manage our network, ensure a quality user experience and ensure compliance with our Acceptable Use Policy.

(j) "OLP" or "On-line Provider" means a provider of on-line services that you may purchase with our broadband Internet service but that does not itself provide Internet connectivity.

(k) "Services" refers to the services you buy from us. These may include video, high speed data, and Home Phone services, as well as equipment-based services like DVR service.

(l) "Software" refers to the software we provide to you in connection with the Services. This also includes any executable code we provide for use on our Equipment.

(m) "Throughput Rate" refers to the rate at which data can be transferred between your location and our facilities over a given period of time. The Throughput Rates that we mention in our marketing and other materials refer to our Maximum Throughput Rates.

(n) "New Visions" means New Visions Communications, Inc. and any of our local New Visions affiliated cable operators that provide our Services, or any cable operator to whom we assign this Agreement.

(p) "Video Service" refers to the video and/or audio programming Services we provide, including VOD offerings.

(q) "Work Order" means the New Visions work or service order that identifies the Services you receive. You were probably provided with your Work Order when we initiated or last serviced your account but if you require a copy, please contact New Visions corporate office at 315-472-6300..

#### **17. Term of Agreement; Termination of Service**

(a) This Agreement remains in effect until either of us terminates it.

(b) We may terminate your Service at any time for any or no reason.

(c) If you wish to terminate Services, you must notify us and provide us with reasonable opportunity to schedule a visit to your location to disconnect the Services and recover our Equipment.

(d) You cannot terminate Services by writing "canceled" or any other message on your bill or check.

#### **18. You May Not Transfer Your Rights or Responsibilities to Another Person**

Except with our consent, you may not transfer or assign (in other words, make another person legally responsible for) the Services, the Customer Use Equipment or your obligation to comply with our Customer Agreements.

#### **19. What Happens if the Law in Your Area Conflicts with our Customer Agreements**

(a) Our Customer Agreements may be the subject of legal requirements that apply where you live. If such a requirement conflicts with our Customer Agreements with respect to one or more Services, the legal requirement will take priority over the part of our Customer Agreements with which it conflicts, but only with respect to that part and only with respect to the Services to which such legal requirement applies.

(b) If a court or similar body determines that a portion of a Customer Agreement is valid or unenforceable, the rest of the agreement should stand. The invalid or unenforceable portion should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in Section 15 regarding Arbitration.

## **20. What Happens if There is a Conflict between our Customer Agreements**

- (a) The Customer Agreements constitute the entire agreement between you and New Visions. You are not entitled to rely on any agreements or undertakings made by New Visions personnel other than those contained in the Customer Agreements.
- (b) If we have provided you with a non-English translation of any our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with New Visions and will control in the event of a conflict. The translation is provided as a convenience only.
- (c) In the event of a conflict between the terms of this Agreement and your Work Order, then the terms of this Agreement control.
- (d) In the event of a conflict between the terms of this Agreement and the terms of any Addendum or the Terms of Service, the Addendum or Terms of Service, as applicable, control.