

Terms of Service

WELCOME!

The services that you receive from New Visions Communications, Inc. ("New Visions") are subject to the terms identified in your Residential Services Subscription Agreement, Work Order, Acceptable Use Policy, this Terms of Service, as discussed in the Residential Services Subscriber Agreement. These agreements have been provided to you in your Welcome Kit and are also available online at www.blinkusa.com and [click on terms & conditions, then "terms of service."](#)

Billing & Payment

We may request that you pre-pay the charges for your first month's service and any installation or equipment fees are payable at the time of installation. Thereafter, we will bill you for your services every month in advance. Charges for additional items, (for instance, pay-per-view movies and events, international and directory assistance calling, additional services and features) will be billed the following billing cycle. Your monthly New Visions bill will identify your recurring service charges, additional charges and applicable taxes, fees and surcharges. These taxes, fees and surcharges may include, among others, federal and state excise taxes and fees, state and local sales and business taxes and service-specific charges, such as federal and state universal service contributions, E911 support charges and regulatory and franchise fees. You may request from New Visions a list of applicable fees, taxes and surcharges.

Payment in full for all billed charges, including additional charges and all taxes, fees and surcharges, must be received by the date indicated on your bill to avoid late fees and other charges. Please report any billing errors immediately. In order to receive credit for disputed charges, such charges must be reported within 30 days of the day on which you receive your bill unless otherwise specified under applicable law. A late fee may be assessed upon any outstanding undisputed balance due that remains after the due date appearing on your bill.

Nonpayment of any portion of your New Visions bill may result in interruption or disconnection of any and all services, including Home Phone services. You are liable for payment for all services rendered by New Visions and billed to your account. It is your responsibility to mail or make payment in a timely manner to ensure receipt by New Visions on or prior to the due date. If you know that your payment will be late, call our Customer Service department so we can make arrangements to avoid service interruption and reconnection fees.

All equipment, including remote controls, set-top boxes, and DVR's provided by New Visions are the property of New Visions and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to New Visions at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

"Adult at Home" Policy

Our installers and technicians will not enter your home to perform any work unless a responsible adult is present. We realize this may cause an inconvenience for some of our customers, but this policy is essential to protect you and our employees.

Equipment

New Visions will repair and/or replace the equipment we use to provide your services at no charge if the repair or replacement is not the result of your negligence, fault, or theft from your home. If you are experiencing problems with your service, contact your local Customer Service office. Customer Service contact information is available online at www.blinkusa.com or you may call Customer Service by dialing 315-437-5600 or 315-472-6300. New Visions does not repair equipment owned by you such as DVD players, telephones and televisions and is only responsible for bringing service to the input of such equipment.

Home Wiring

The following notice will serve to inform you of your options regarding the home wiring located within your dwelling that is used to provide cable service. Home wiring is the cable which runs from your TV set to a point approximately twelve inches outside of your dwelling unit. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire but does not include devices such as converters, descramblers, A/B switches, parental lockout devices, security devices and the like.

Pursuant to FCC regulations, all customers are given the option to acquire the home wiring within their dwelling unit upon termination of cable service. However, even prior to termination of cable service, we allow our customers to

remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of the customer's dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your home wiring in a way that impairs the integrity of the local cable system, such as by creating signal leakage, or which may cause a violation of government regulations. Furthermore, you may not attach devices or equipment to the wiring which alone or together result in a degradation of signal quality to you or your neighbors.

If you choose to have us remove, replace, rearrange or maintain the wiring inside your home, you have the choice of paying our regular hourly service charge on a per-visit basis or of purchasing our optional line protection plan for a small monthly fee. This optional program covers most but not all home wiring problems. For example, it does not cover damage to home wiring caused by you or any third party should you attempt to undertake your own removal, replacement, rearrangement, repair, extension or maintenance of that wiring. Furthermore, we are not responsible for problems relating to the operation of customer-owned consumer electronics equipment such as televisions, VCRs, DVRs, home antennas, etc., which may be connected to home wiring. We are, however, responsible for problems relating to any equipment which you lease from us, other than problems caused by tampering, neglect or abuse.

You also have the option of removing, repairing, rearranging or maintaining the home wiring yourself or of hiring a qualified outside contractor to do the work for you. It is extremely important that only high quality home wiring materials be used and that these materials be properly installed in order to avoid signal leakage and to maintain signal quality in compliance with FCC technical regulations. If you choose to install, replace or repair your own wiring, or hire a third party contractor to do it for you, we will be happy to furnish at cost the necessary wiring and connectors that will meet required technical standards, or provide you with a list of technical specifications for the equipment should you choose to purchase it elsewhere.

Please Note...

In the event improper installation by anyone other than us or the use of improper materials causes signal degradation and/or leakage, you may be held responsible for the cost of rectifying the problem. Also, we may be required under federal law to terminate your cable service until the problem can be remedied.

Disconnection

You may request that your services be disconnected at any time. We will schedule a disconnect appointment for you, or you may come to our cable office to return any New Visions equipment (set-top boxes/remote controls/DVR's). Unless otherwise provided by applicable law, billing for any disconnected services will stop on the date that the service disconnection takes effect and all equipment is returned. If you are enrolled in a Price Lock Guarantee ("PLG") package, you will be subject to an early termination fee if you disconnect your service before the end of your PLG term.

Moving?

If you are moving within our service area, we will be glad to schedule an appointment to install New Visions services at your new location. Please notify us at least 10 days prior to your move and we'll arrange to transfer your services. Some fees and restrictions may apply. When you transfer your services, your account must be in current standing and any credits and charges from your previous service address will be transferred to your new account address. These credits and charges may take up to two months to appear on your New Visions bill.

Specific Terms Regarding Home Phone Service

New Visions offers several different Home Phone Calling Plans. All of our Home Phone Calling Plans include popular calling features, including Call Waiting, Caller ID, Call Waiting ID, Call Forwarding, Speed Dialing, Three-Way Calling and Anonymous Call Rejection. Voice Mail is included at no additional charge. All rates and fees are subject to change. Current rates are available at www.blinkusa.com.

Calling Plans

- Home Phone Unlimited Nationwide service allows you to call anyone, anytime, anywhere in the United States, U.S. Territories and Canada as frequently as you like for one simple monthly price, based on the package of services you purchase from New Visions. Current rates and offers are available at www.blinkusa.com. Additional charges apply for taxes, fees, international calling and calls to directory assistance and operator services. Home Phone may be used to make calls using other long distance providers, calling cards and dial around (10-10-) services.

Home Phone Unlimited Local allows you to call anyone, anytime, anywhere within the boundaries of your local calling area as frequently as you like for one simple monthly price, based on the package of services you purchase from New Visions. Information regarding current rates, offers and local calling area information is available at www.blinkusa.com. Additional charges apply for taxes, fees, international calling, directory assistance and operator services calls. Home Phone Unlimited Local may be used to make calls using other long distance providers, calling cards and dial around (10-10-) services.

- New Visions “local only” plan charges the subscriber for calls made outside of your area code dialing area. All calls made within Continental U.S are charged at the then current rate per minute. The current rate can be found at www.blinkusa.com. International call rates are the same for New Visions Unlimited Plan and Local Only Plan.
- Seasonal Service allows you to temporarily suspend Home Phone service without losing your telephone number or access to 911 and voicemail. When you have Seasonal Service, you cannot make any outbound calls, except calls to 911 or to New Visions service, and all inbound callers will be sent to your voicemail, if active, or hear a busy signal. To activate Seasonal Service, you must be a current Home Phone service subscriber. You must also identify the date that Seasonal Service should become active and the date when your Home Phone service should be restored.

Seasonal Service may be activated up to two times per year, and, when activated, Seasonal Service must remain in place for a minimum of two months and a maximum of six months. Seasonal Service may not be activated for more than six months per year. When activating Seasonal Service, your account balance must be current and you must provide a temporary billing address, pay your bill in advance for the period during which Seasonal Service will be active, or sign up for automatic payment. If you have more than one Home Phone line, you must activate Seasonal Service on all lines at the same time.

You may not change your directory listing selection or activate or deactivate voicemail while Seasonal Service is active. Please note that Seasonal Service will not support alarm or home monitoring systems, as outbound calling capability will be suspended while Seasonal Service is active. Current rates and offers are available at www.blinkusa.com or call New Visions corporate office at 315-472-6300.

Your Home Phone charges will appear as a series of line items on your New Visions bill. You may view details of your outbound international, directory assistance and operator service calls and charges at any time by logging in to the New Visions secure web site, which you may access by clicking on “My Account” at www.blinkusa.com. Also, you may request a mailed copy of your recent outbound calling details by contacting New Visions corporate office. All calls to international locations will be billed on a per-minute basis. Current rates for calls to all locations outside the United States, Canada, Mexico, the Caribbean and U.S. Territories can be found at www.blinkusa.com

Charges for directory assistance, operator services, voicemail, unpublished listings and seasonal service plans (“Additional Charge Services”) are not included in Home Phone Calling Plans and will be billed separately, based on usage. Additional information about Home Phone Calling Plans, rates and additional charge services may be found at www.blinkusa.com.

Home Phone is compatible with most home monitoring and security systems. New Visions does not install, support or service third party monitored security systems. If you plan to use Home Phone with your home monitoring and security system, you must contact your service provider in order to test the compatibility of the service with Home Phone. New Visions will not be responsible for the cost of conducting any tests or configuring your monitoring or security system.

Emergency 911 Access

Our Home Phone service is electrically powered, and Home Phone service, including access to emergency 9-1-1 and home security services, may not operate in the event of an electrical power outage. New Visions offers a battery backup of up to 8 hours. If a power outage occurs in your home and home is equipped with a battery, it may enable back-up service for up to 8 hours or not at all, depending on the circumstances. If your local New Visions system

loses power or experiences other service issues, the battery in your system may not provide back-up service and Home Phone will not be available.

National Do Not Call List

If you would like to add or remove your number from the National Do Not Call List, you may do so by calling 1-888-382-1222 , 1-888-382-1222 or online at www.donotcall.gov.

Specific Provisions Regarding Video Services

Products, Services and Pricing

New Visions provide customers with a wide selection of programming choices. Customers have the choice to subscribe to Lifeline, Basic and Expanded service. Premium channels and Pay-Per-View are available with all three packages. A complete list of programming choices, together with prices and terms and conditions for subscription are available in the pamphlet provided to you upon subscription to our service, upon request, or on-line at www.blinkusa.com.

Instructions on How to Use Your Cable Service

Instructions on how to use your cable service and remote are outlined in our Welcome Kit, which may be provided to you when your services are installed. This information is also available by request from your local New Visions office or on-line at www.blinkusa.com.

Pricing and Service Changes

Unless otherwise provided by applicable law, New Visions will notify you 30 days in advance of any price or service change. Notice of these changes may be provided on your monthly bill, as a bill insert, as a separate mailing, in the Legal Notice section of the newspaper, on the cable system channel(s) or through other written means.

Complaint Procedures

If you have a complaint about your service, billing, or terms and conditions of service, you may call us directly using the New Visions telephone number provided on your monthly bill. In addition, where applicable, we have identified on your monthly bill the franchising authority that you may contact should we fail to resolve your complaint.

Maintenance

Our technicians must periodically test and occasionally repair our fiber network and related equipment throughout the New Visions network. Cable repair may cause a temporary loss of service to an entire neighborhood known as a "maintenance outage." If your service(es) are not working properly, contact Customer Service. If a maintenance outage is affecting your area, you will be informed when you call. If the problem is not being caused by maintenance, we will determine the source of the problem and will restore your service as quickly as possible.

Service & Installation

Installation and service call appointments are scheduled in advance. If we cannot meet a scheduled commitment, we will attempt to notify you and reschedule the appointment for a convenient time.

Service Interruptions

New Visions maintains a high standard of technical operations within our network systems and responds promptly to most service interruptions. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, equipment failures, auto accidents involving utility poles, and in some cases, loss of signal at the origination point of the program. In addition, twice a year our satellite reception is disrupted by activity from the sun. This disturbance, which affects most cable and satellite companies within the United States, occurs at the end of February and again in October, due to direct alignment of the sun with our satellite and our earth stations. Unless otherwise provided by applicable law, if you experience a verifiable service outage of 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, and notify us in a timely manner.

Sports Blackouts

Professional sporting events, both local and national, may be subject to blackouts per the league's broadcast rules. Due to these blackouts, not all programming and services will be available in all areas and programming may be subject to change.

Service Theft

Unauthorized hookups of our service(s) are a violation of the Residential Services Subscription Agreement. Tampering with or altering our system to receive unauthorized services is a Federal crime punishable by fines and/or imprisonment. We have the technology necessary to detect unauthorized hookups, and we conduct periodic system checks.

Consumer Guide to Cable Services and Home Entertainment Equipment

New Visions provides video in both Standard Definition (SD) and in High Definition (HD) formats. All of our video services require a set-top box at each television. In order to view a given programming offering, you must (1) subscribe to the appropriate package, and (2) have the necessary equipment, as described below.

Internet Protocol TV

All of the video that we provide is encrypted and therefore only can be viewed using internet protocol cable ready equipment, such as a IPTV cable set-top box. Older set top boxes used for traditional RF transmission used by the cable industry will not work with our system.

PIN number – As a standard feature, New Visions requires a Pin # be entered before a Video On Demand and/or Pay-Per-View can be ordered. This protects the customer for paying for unwanted movies which may be charged by a family member. As an option this feature can be removed. If a customer requests New Visions to remove this feature or removes this feature on their own, the customer will be held responsible for any Movie on Demand or Pay-Per-View charge(s) incurred.

Parental lockout devices - If you find any of the channels included in the service levels you have requested to be objectionable, you can restrict the view ability of such channels. The parental lockout can be performed via the remote control or feel free to call a New Visions Customer Service Representative who will assist you.

Custom setups - If you would like to receive two scrambled signals at the same time (for example, so that you can watch one channel while recording another) it will be necessary to install a DVR.

We're committed to helping you get the most out of your cable television service. Please feel free to contact us so that we may discuss the cable setup and equipment appropriate for your needs. Please also let us know if you are experiencing equipment compatibility problems and we will work to find the best solution for you. As new technologies and services become available, additional equipment compatibility problems may arise that may require other special equipment or solutions.

Compatible Remote Controls

We use set-top boxes that work in conjunction with some universal remote controls available for purchase at retail stores. These universal remotes may be used in place of the ones we provide at a nominal monthly fee. Please call our customer service representatives should you have any questions about compatibility.