

# Terms & Conditions

Important legal stuff you really should read

(We'll try not to make it too boring)

# Cablelynx Broadband

# Terms and Conditions of Service

# Welcome to Cablelynx Broadband!

We are happy to have you as part of our pack. Included in this document are common terms and conditions that we must provide to subscribers on a regular basis. Please check **cablelynx.com/legal** for the most up to date version.



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# Did you know?

It would take a single person an average of 8 years to read through every Terms & Conditions document they receive in their lifetime?

We'll try to keep this one brief.

# **Billing Practices**

# Summary (The fun, short version)

These terms cover how we handle your monthly billing, late fees, account credits, and everything else to do with payments and charges for the services we provide. This section also covers how rates and services can change and how we will communicate those updates to you.

# Multiple Cycle Billing

All service charges are billed based upon the initial installation date. Payment is due by the due date and is subject to a late fee after this date. If there are questions regarding your bill, please contact our office immediately for corrective action to ensure your bill does not become past due.

# **Processing Fees**

If any account has not been paid in full by the next billing cycle, you may be charged a late fee which will be added to the account to offset collection expenses. An additional monthly fee will be applicable for multiple billing statements. A one-time change of service fee may apply when a request is made to add or remove services from an account. The Company also assesses a Billing Services Fee to offset the costs of printing and mailing monthly statements. This Billing Services Fee may be credited in full each month by enrolling in paperless billing and activating an automatic payment method.

# Service and Rate Changes

The Company reserves the right to change equipment, prices and/or fees. We also reserve the right to rearrange, delete, add to or change the services provided. In accordance with federal and local regulations, we will notify you in advance of changes in rates and/or services and inform you of the effective date of those changes.

## Suspension of Service

An account that is past due or has a returned check is subject to suspension of digital and data services until payment is received. A fee will apply at the time the services are suspended and an additional fee will be charged to restore the services. An additional charge for returned checks and a late fee could be applicable.

# Request for Credit

A credit adjustment will be issued no later than your next billing cycle following the determination that a credit is warranted. Any request for credit should be accompanied by a written explanation of the reason for the credit and emailed to: <a href="mailto:support@cablelynx.com">support@cablelynx.com</a>.

A request for credit by phone will not preserve your rights. A pro-rated credit for interruptions caused by a failure of the cable system lasting more than four (4) hours will be granted provided timely notice of the interruption was provided and the credit was requested. A review of the detailed monthly charges immediately upon receipt of billing statement is recommended. Any credit request for services not received past 60 days of service billed will not be granted.

# Disruption of Service

# Summary

How do you contact us in case of service issues? How does our team work to fix the disruption? These questions (and more) are answered here! Plus, if you have an issue about the quality of your service this section covers how we investigate customer complaints.

# **Troubleshooting Disruptions**

If you experience a problem with your service, please contact our customer experience team by phone, email or click to chat. For problems including signal quality or malfunctioning equipment, the customer experience representative will attempt to troubleshoot by phone.

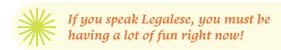
# Technician Dispatch

If the problem is not able to be resolved remotely, a technician will be dispatched to your location at the earliest available time, which is typically within one business day of reporting the problem. We do not repair televisions or customer-owned modems, audio or video equipment. If a technical problem has occurred, such as a power outage affecting a large number of subscribers, a technician(s) will be dispatched within two hours of the time the problem was reported.

# **Complaint Process**

All reasonable efforts will be made by our service technicians and other employees to resolve any complaints concerning the quality of your service promptly and efficiently. If our staff fails to correct the problem, you may contact our office and we will review the complaint and the corrective action(s) taken. We will promptly inform you of the determination and schedule any further action that may be required. If you believe our investigation and handling of the complaint is deficient in some manner, you may contact the local franchising authority.

# **Privacy Notice**



# Summary

If you've ever wondered how we use, store, and protect your personal information, this section is for you. We've also included details for when, how, and why we might disclose your information to third parties and how you will be notified when that happens.

Section 631 of the Cable Communications Policy Act of 1984, "The Cable Act", requires us to inform you of the nature of personally identifiable subscriber information that we collect and the nature of the use we make of such information. We are permitted to collect and use only the information needed for the business of providing cable and broadband services to subscribers. In order that we may continue to provide reliable, high-quality service and maintain adequate records, we keep business records that

# Privacy Notice (continued)

contain your name, address, telephone number, social security number and other personally identifiable information.

Such records include billing, payment, deposit, complaint and service records, and the service options you have chosen. We use this information to sell, maintain, disconnect and reconnect services to make sure that you are being billed properly for the services you receive, and to maintain financial, accounting, tax service and property records, including records required by the terms of our franchise. We take reasonable precautions to prevent unauthorized access to this information. Periodically, the Company and others use the information for cable-related market research.

#### Disclosure

The Cable Act allows us to collect personally identifiable information and to disclose to a third party only if (a) you consent in advance in writing or electronically; (b) disclosure is necessary to deliver cable and other service we provide to you, or to conduct related business activities; (c) disclosure is required pursuant to a court order. The Cable Act requires that we inform you of the nature, frequency and purpose of any disclosure that may be made of such information, including an identification of the types of persons to whom the disclosure may be made. We may make your records available to employees, agents and contractors to install, market, provide and audit cable and broadband service on each occasion access is needed for the specific job at hand. Access for this purpose is routine and does not occur with any specific frequency. We make our subscriber list available each month to an independent billing house to send bills; to programmers and outside auditors to check our records whenever such checks are required, which occurs annually; to attorneys and accountants on a continuous basis as necessary to carry out service to the Company and to franchising authorities to demonstrate compliance. You have the right to inspect our records that contain information about you and to correct any errors in our information.

# **Termination of Service**

# Summary

Breakups are never fun, but we have to talk about the reasons why your service may be terminated and how we handle the disconnection process.

We reserve the right to terminate your service if you fail to pay your bill by the due date, if any contract terms or acceptable use policies are violated, or for failure to rectify conditions that interfere with normal company operations. You may request to disconnect service in person at our local office or by phone. A disconnect becomes effective and the billing stops on the date of request. Any and all company-owned equipment on the account must be returned to the local office to avoid equipment charges on the final billing statement.

# Installation of Service

# Summary

In order to install, maintain, and inspect our services, there are a few things we need your agreement for to ensure our team has the access they need to work on your premises. Additionally, this section covers the rules you agree to follow while our equipment is installed on your property.

#### **Installation Work**

Installation work is performed on an appointment basis. Appointments are usually scheduled in four-hour blocks during normal business hours. Our field staff will not enter your home to perform work unless a responsible adult over 18 years of age is present. If the installation requires equipment, an account holder must sign a receipt for the equipment.

# **Communications Property**

The customer agrees that he/she will not disturb, alter, or remove any portion of the Company's equipment or material; will adequately safe-guard the Company's property against loss or damage; and will not permit anyone other than authorized personnel to perform work on the Company's equipment or material. The customer may not transfer or assign their equipment to another person. The Company will repair and/or replace any defective equipment at no charge unless such repair is necessary due to an action by the customer. In the event of loss including fire, theft, flood, electrical surge up to, and including any natural disaster, the equipment replacement fee will be charged to the customer.

#### **Access to Customer Premise**

The customer agrees to allow the Company access at reasonable times to inspect and/or replace the Company's equipment.

## Indemnity

The customer agrees to hold the Company harmless from injury or death to any person or damages to property arising from the installation or maintenance work performed except as such was caused by the negligence or willful misconduct of the Company or its authorized employees or agents.

# Right of Way

In requesting and accepting service, customer agrees to grant the Company, without fee, the easement and rights of way necessary to render services to the customer.



(Don't worry, there won't be a quiz)

# **Additional Consumer Information**

# Summary

This is all the remaining legal bits and bobs our lawyers say we have to disclose. This section covers the penalties for stealing our services (boood, shame on you) and the pretty cool fact that we don't discriminate when it comes to hiring and recruitment.

# Theft of Service

The Cable Act was enacted by the U.S. Congress and created both civil and criminal penalties against manufacturers, suppliers, and users of unauthorized cable devices. This federal theft-of-service law supplements any existing state or local laws. The federal law prohibits the interception or receipt of any communication service over the cable system, unless authorized by the operator. This includes the theft of audio, video, textual, data or other service, including data transmitted to or from a subscriber over a system that has interactive capability. Furthermore, the law pertains to both the manufacturers and distributors of equipment, as well as individuals. The Cable Act provides a cable operator the right to seek substantial monetary damages with regard to theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses. Congress has taken the forgoing actions because it believes that theft of cable service poses a major threat to the economic viability of cable operators and cable program suppliers, and it creates unfair burdens on cable subscribers who are forced to subsidize the benefits that other individuals are getting by receiving cable service without paying for it. Also, tampering with cable lines often cause reception problems for paying customers. If you are aware of persons receiving unauthorized cable service, please contact us and you may remain anonymous.

# **Equal Employment Opportunity**

WEHCO Video, Inc., and its operating affiliates Cam-Tel Company; Vicksburg Video, Inc.; Resort Television Cable Company, Inc.; Hope Community T.V., Inc.; Prescott Video, Inc.; Longview Cable Television Company, Inc.; Kilgore Video, Inc.; Pine Bluff Cable Television, Inc.; East Arkansas Video, Inc.; White County Video, Inc.; Tahlequah Cable Television Co., Inc.; and Bald Knob Video, Inc. (together, "WEHCO" and doing business as "Cablelynx Broadband") is an equal employment opportunity employer and makes all reasonable good faith efforts to conduct broad and inclusive recruitment searches to fill available job positions. Any organization that would like to qualify as a Referral Organization to refer qualified applicants for employment opportunities can contact us by emailing support@cablelynx.com or stopping by our local office. The Company does not discriminate based on race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, disability, age 40 or older, or genetic information, including family medical history or any other legally protected class or status. You may view our current openings at any time by accessing https://jobs.wehco.com.





# **Customer Service**

# Phone

1-800-903-0508

Mon-Fri 7:30am - 8:00pm Saturday 9:00am - 6:00pm

# \* Click to Chat

www.cablelynx.com
Chat is available during regular
business hours

# 🗯 Email

support@cablelynx.com

# **In Person**

For locations and office hours, visit: www.cablelynx.com/local-office-information

A Cablelynx Customer Experience Agent is only a click or call away



# **Technical Support**

1-800-903-0508 - Option 6

24 hours a day, 7 days a week

Please visit **www.cablelynx.com** for complete information of the products and services available in your area including cable television channel lineups, Company policies, service charges, and valuable promotional offers.

This is the back, silly!

Flip over to start from the beginning