

Carolina Mountain Cablevision, Inc., Inc. (CBVNOL) is required by law to provide you with an annual notice describing our products and services and associated conditions for service. If you have any questions about this notice or about CBVNOL's services or policies, please contact us at (866) 571-8671.

Enclosed is a copy of a revised Service Agreement that establishes the terms and conditions for your use of our services, which shall become effective in thirty days unless you notify us that you wish to terminate all services. This revised agreement provides that future revisions may become effective through posting on our website, and that your continued use of services constitutes acceptance of the agreement as revised from time to time. The revised agreement also contains a binding arbitration provision, which provides that certain disputes must be resolved through arbitration rather than in court or in a class action. Section 5 of the agreement provides a procedure that enables you to opt-out of this arbitration provision.

OVERVIEW OF CAROLINA MOUNTAIN CABLEVISION, INC. CABLE SERVICES

Pricing and channel line-ups are attached to this notice. You may also view the channel line-ups and additional services available at www.cbvnol.com.

BASIC SERVICE: The Basic Service Tier is our lowest level of cable service. Basic Service offers access to over 70 channels including broadcast stations and any franchise-required public, educational and government access channels. Programming is subject to change at any time, subject to applicable law. Pursuant to federal law, cable customers must subscribe to Basic Service to subscribe to any other cable video service.

CBVNOL DIGITAL VIDEO: CBVNOL Digital Set-Up and CBVNOL Digital Plus are optional levels of service that require a set-top box or CableCARD and provide more channels, crisp digital-quality picture and sound, an interactive program guide, commercial-free music, and access to Pay-Per-View ("PPV"). Additional channel genres which may be offered in CBVNOL Digital include classic movies, sports, news and finance, health, home improvement, educational and children's programming.

PREMIUM SERVICES: Premium Services are available on a per channel or per service basis. Premium Channels generally include Home Box Office®, Cinemax®, and Starz®/Encore. There is a separate monthly charge for premium channels.

OTHER OPTIONAL SERVICES: In addition to these programming services, CBVNOL may also offer its customers, for an additional monthly charge, the rental of set-top boxes or remotes, and the following services: High Speed Internet, and Telephone.

A NOTE ABOUT PROGRAMMING: CBVNOL receives programming from various broadcast and cable networks. CBVNOL is not responsible for the content aired by these networks and may not alter the programming schedule. Please contact specific cable or broadcast networks directly with your programming complaints or questions.

SERVICE TERMS AND BILLING PROCEDURES

CBVNOL appreciates you as a customer and has provided below information regarding the service, installation and repair policies, billing procedures, and complaint procedures. This information is provided as a partial summary only and does not constitute the legal terms for our services. The terms of service are posted at <http://cbvnol.com/support>. Your continued use of a Service constitutes acceptance of these terms as posted, as they may change from time to time.

INSTALLATION AND SERVICE MAINTENANCE POLICIES

REQUEST FOR CONNECTION: Request for connection may be made at our office or by telephone. Customers will be advised of installation and applicable pre-payment amounts. At the time of connection, the installation fee plus pre-payment amounts are due. Billing begins on the date of physical installation. Customers may be subject to credit screening in accordance with applicable law. Based on the results of a credit check, Customers may be required to pay a deposit as a condition of service.

INSTALLATION: Someone over eighteen (18) years of age with a government issued picture ID must be home during any installation or repair of your cable television Service.

ACCESS: By ordering Service, CBVNOL is implicitly granted the right to enter upon your property at the Service address to install Service, and to audit, adjust, repair, replace, maintain, move or remove equipment and from time to time check for signal leakage. By accepting Service, you also are deemed to grant CBVNOL any easement or rights of way needed to render Services to your property. If CBVNOL is unable to gain reasonable access to your property, CBVNOL reserves the right to discontinue Service.

HOME WIRING: For new and existing single unit installations, the wiring inside the demarcation point, as defined by the FCC, shall become a fixture to the realty upon installation. For multiple dwelling units or commercial installations, the wiring inside the demarcation point shall not be deemed a fixture or part of the Customer's realty unless the Customer purchases the cable wire when Service is terminated.

EQUIPMENT:

1. **CBVNOL Owned** – Any set-top box or other CBVNOL property and facilities ("Equipment") delivered to Customer and/or installed on the premises to receive the Service(s) shall remain the property of CBVNOL. Customer assumes the risk of loss, theft, or damage to the Equipment at all times prior to the removal of the Equipment by CBVNOL or return of the Equipment by Customer. Customers may be asked to provide a credit card as security for all HD, DVR, and combination HD-DVR set-top boxes. You will be required to sign a Supplemental Terms – HD Box or DVR Unreturned Equipment Charges Form at the time of installation or pick-up at our office.
2. **Customer Owned** – Customer agrees that CBVNOL is not responsible for the operation, maintenance, service or repair of Customer's television, computer, telephone, radio, or any other consumer electronics, which may be connected to the Service(s).

REPAIR OF EQUIPMENT: CBVNOL will repair and/or replace any defective system components including set-top boxes at no charge unless such repair is necessitated due to abuse or the negligence of the Customer. In the latter case, a reasonable charge will be assessed by CBVNOL to the Customer.

TROUBLE CALLS: If the Customer has a technical problem that is cable system related, there will be no charge for the trouble call if the problem is associated with the outside cable plant, which CBVNOL maintains. In all other cases and where the problem is a result of unauthorized tampering with the cable or abuse of CBVNOL's Equipment, a trouble call charge may be assessed.

COMPANY CHANGES IN SERVICE AND CHARGES: Subject to applicable law, CBVNOL has the right to change its service and equipment, and its prices or fees, at any time. CBVNOL also may rearrange, delete, add to, or otherwise change the Service provided on levels of Service. If the change affects you, CBVNOL will provide you notice of the change and its effective date. The notice may be provided on your monthly bill, as an insert, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Service. Please refer to your service agreement, if applicable, for any early disconnection reference. However, if you continue to receive service after the effective date of the change, CBVNOL will consider this your acceptance of the change.

To the extent required by law, after notification of a re-tiering of CBVNOL services or a rate increase, you may elect to change the services you are receiving at no additional charge. Otherwise, changes by you of the Services you receive may result in upgrade, downgrade, or change of service charges. Please call our office if you have questions.

BILLING

All Service charges are billed based upon the initial installation date for the current month and any pro-rated charges. Payment is due by the due date specified in your statement. If there is a billing problem, please call our office promptly to ensure your bill does not become past due.

Any charges associated with Service and/or Equipment additions requested by Customer after the initial installation shall be reflected on the Customer's billing statement after the additional Service and/or Equipment has been added. Customer must bring any billing errors or requests for credit to CBVNOL's attention within thirty days of the time Customer receives the bill for which correction of a billing error or credit is sought.

Customer may terminate Service in person at our office or by telephone. To avoid any billing misunderstanding, telephone requests for disconnection should be followed up either in writing or in person.

TERMINATION OF SERVICE/DISCONNECTED ACCOUNT: CBVNOL may terminate your service based on your delinquent status. CBVNOL will make reasonable efforts to contact you and advise you of a pending suspension or disconnection resulting from an unpaid balance. If Service has been disconnected for nonpayment, you will be liable for all reconnect fees, past due balance, and 1st month service in advance, and any pro-rated charges. If your account (including charges for services and unreturned equipment) remains unpaid, it may be forwarded to a third party collection agency for collections and your credit report may be negatively impacted.

MOVING: Before you move, please call our office immediately. This is the best way for us to disconnect your Service, recover your Equipment and arrange for cable television service in your new home. Call us in advance and CBVNOL will schedule a new installation, provided that your new home is in our service area. Should you decide to disconnect your cable television Service, set-top boxes, remote-control devices, and any other Equipment provided by us should be returned to us immediately. Do not leave the Equipment in your vacant home or with anyone else.

INSIDE WIRING: A Wire Maintenance Plan is offered to customers for a low monthly rate. It covers repair of the customer's communications wires inside the home. The optional plan applies to most inside wiring problems associated with cable and telephone wires. CBVNOL does not service television sets, or any other equipment (such as VCR's, home antennas, or other cable compatible equipment). Certain other limitations may apply to the plan, such as the exclusion of repairs necessary because of illegal installations, abuse or other misconduct, unauthorized modifications of inside wiring and/or catastrophic events like fires or floods. Please contact our office for more information about the Wire Maintenance Plan.

SUSPENSION/CREDITS FOR LOSS OF SERVICE: If you have a service problem, please contact us immediately as any applicable credit that is available will be issued from the date you notify us. CBVNOL will not be responsible for any failure or interruption of programming or Service resulting from circumstances beyond its control. Customer shall not be entitled to consequential damages of any sort, if the Service provided hereunder is interrupted for any reason. Upon notification by a Customer of a Service interruption, CBVNOL will credit the Customer if the service has been interrupted for twenty four (24) continuous hours; provided however, that CBVNOL reserves its right to modify its credit policy if the interruption is the result of a natural disaster. In the case of a system-wide outage more than 24 consecutive hours, a credit will automatically be granted to affected customers.

COMPLAINT PROCEDURES

CBVNOL strives to resolve any complaints concerning its Service as expeditiously as possible. Should a Customer have any unresolved complaint regarding quality of Service or equipment, the Customer should contact us at our office. If a complaint remains unresolved, the Customer may write a brief explanation of the complaint and actions taken, and bring them to the attention of our management by mailing to: Carolina Mountain Cablevision, Inc., Attention: Customer Complaint, 4930 Jonathan Creek Road, Waynesville, NC 28785, or by submitting it to us at [Carolina Mountain Cablevision Inc. In Waynesville NC | Contact Us \(cbvnol.com\)](#). If you are not satisfied with our response, you may file a complaint with your local franchise authority: County of Haywood, County Manager, 215 North Main Street, Waynesville, NC 28786.

You should be aware that THE SERVICE AGREEMENT INCLUDES A BINDING ARBITRATION PROVISION THAT PRECLUDES MANY TYPES OF CLAIMS FROM BEING PURSUED IN COURT OR AS A CLASS ACTION, AND ALSO REQUIRES THAT ALL CLAIMS BE FILED WITHIN ONE YEAR. Please see the Agreement for important details.

HOW TO USE YOUR CABLE SERVICES

Operating your TV after it is connected to the cable television system is easy. Turn on your television and the cable set-top box. Ensure your TV is tuned to channel 3 to receive the signals from the set-top box (this will be a video baseband or component input, or channel 3). Select the channel you wish to watch by selecting it on the set-top box using the remote control that came with the box. To ensure reliable operation, confirm the set-top box is plugged into a non-switched power outlet (one that is not controlled by a light switch) and that connections on the back are secure. Loss of power to the set-top box may result in a temporary loss of your cable television service.

CBVNOL's network and equipment are designed to be safe and reliable for carrying cable television and high-speed internet and telephone signals. Here are just a few tips to keep it that way:

1. During severe electrical storms you should unplug your television set, cable set-top box, computer, and modem to avoid damage. CBVNOL and electronics manufacturers are not responsible for damage that occurs due to acts of nature.
2. Take all the precautions that you would for any small appliance – such as checking to see that the cord is not worn or damaged.
3. For your own safety, and to maintain any applicable warranty, do not attempt to open or otherwise tamper with your set-top box or modem provided by CBVNOL.
4. If you have someone other than CBVNOL install the inside wiring in your home, or if you do it yourself, you are responsible for ensuring that the wiring does not interfere with the normal operation of the cable system and that it complies with applicable federal regulations, including protections against signal leakage.

NOTE: THE SET-TOP BOX AND REMOTE CONTROL RENTAL DEVICES ARE THE PROPERTY OF CBVNOL AND MUST BE RETURNED TO CBVNOL WHEN YOU ARE NO LONGER A CUSTOMER. FAILURE TO RETURN ANY PROPERTY WILL SUBJECT YOU TO ADDITIONAL CHARGES AND POSSIBLE CRIMINAL PROSECUTION.

PAY-PER-VIEW

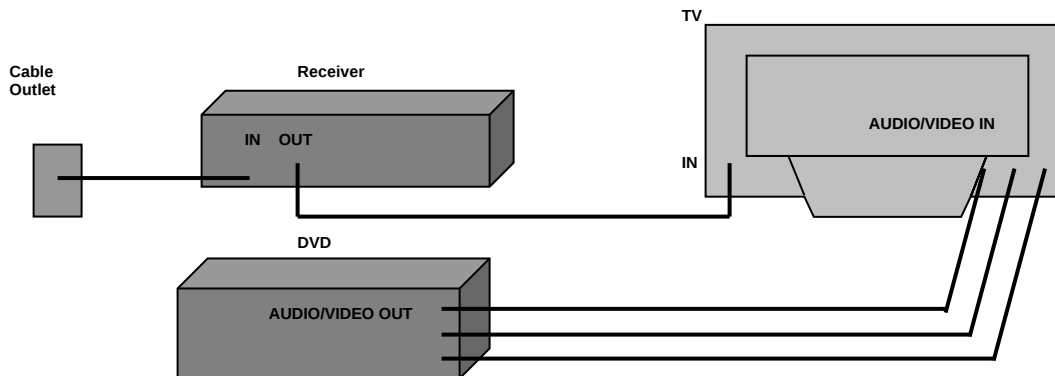
Pay-Per-View is for private, in-home viewing only - no commercial establishments. Customers with digital receivers may order using CBVNOL's remote control. To prevent unauthorized use in your household, you are responsible for setting up a PIN number, Parental Control and Rating preference. CBVNOL will not give credit for the following circumstances: 1) unauthorized use, 2) if you record a Pay-Per-View event or movie and are not present to monitor the recording, 3)

if you do not call to report reception problems while the movie or event you ordered is on, or 4) if you do not call to report you did not receive the movie you ordered, while that movie is on.

INSTALLING YOUR DVD

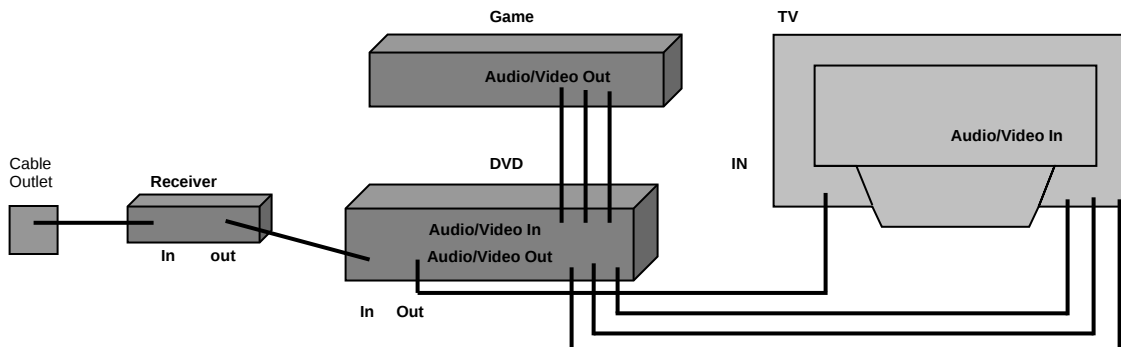
Installation of your DVD can be completed through a variety of different methods depending upon your viewing and recording requirements. Different options to install your DVD are described below.

How to Connect Your DVD Player, Set-Top Box (or "Receiver"), and TV



- Cable from Cable Outlet to IN of Receiver
- Cable from OUT on Receiver to IN on TV
- Audio/Video cables from OUT on DVD to IN on TV (Match colors of cables – red to red, yellow to yellow, etc.)

How to Connect Your DVD Player, Set-Top Box (or "Receiver"), TV, and Game



- Cable from Cable Outlet to IN on Receiver
- Cable from OUT on Receiver to IN on DVD
- Cable from OUT on DVD to IN on TV
- Audio/Video Cables from OUT on Game to Audio/Video IN on DVD
- Audio/Video Cables from OUT on DVD to Audio/Video IN on TV

CBVNOL personnel will help you understand how to make DVD and cable television service compatible entertainment components.

EQUIPMENT COMPATIBILITY NOTICE

Our Basic Service is currently offered in an unencrypted analog format and therefore can be viewed by most TVs manufactured after October 31, 1994 without additional equipment. However, some old TVs and consumer electronic devices directly connected to our system without a set-top box or CableCARD cannot tune to all our Basic Service Channels. For example, older analog TV sets with mechanical tuners typically cannot receive any broadcast stations or other channels we offer that are carried on channel positions other than VHF 2 through 13. Even if you have equipment advertised as "cable ready", it still may not be able to receive all the channels we provide, nor be able to tune in all cable channels without some interference. If any of these situations applied to your equipment, you may use a converter to enable you to tune to unscrambled analog channels to which you subscribe. Converters are available for a nominal fee from our company or may be purchased from a retail store (where available).

Most of our digital channels, including all our Premium Services, are encrypted, and therefore can only be viewed using a digital cable set-top box or a CableCARD-equipped device (described below). However, digital services provided as part of the Basic Service are transmitted in the clear. As a result, they may be viewed using digital TVs and other devices that include a QAM Tuner directly connected to our TV system. The set-top box includes a tuner/decoder. It receives the cable channel selected by the customer and converts it to a format that can be received by the customer's television set or VCR. This converted signal is usually displayed on channel 3 of a TV or VCR. Some set-top boxes also provide video and audio outputs, which can be connected to the video and audio inputs of the customer's devices if they are present.

If you use a set-top box, some features on certain TVs, VCRs, or other electronic devices may be limited. For example, without special additional equipment, you may not be able to use picture-in-picture, channel review and display features. You may not be able to use a VCR to record one program while viewing

another or record consecutive programs on different channels. We can provide you with special equipment you may need to better enable utilization of these features.

COMPATIBLE REMOTE CONTROLS

CBVNOL uses digital receivers or analog set-top boxes with decoders that work in conjunction with universal remote controls available for purchase at retail stores. The following is a representative list of compatible remote controls currently available from retail stores. Although every effort has been to ensure the accuracy of the list, errors or omissions may occur. Please note that this list of current universal remote control units may become obsolete with technological changes. Should you have a question about the compatibility of your remote control unit, please call the remote manufacturer or contact CBVNOL.

<u>Make</u>	<u>Description</u>	<u>Model</u>
Motorola (Provided by CBVNOL)	4 Device Remote Control	DRC 800
Universal Remote Control (Provided by CBVNOL)	4 Device Remote Control	UR4U-MDVR2B
Logitech Harmony	15 Device Advanced Universal	550
Logitech Harmony	15 Device Advanced Universal	890
Phillips	Icon 10 Device Universal	SRU8010
Phillips	Home Theater Control	TSU3500/17
RCA	3 Device Universal	RCU300-TMS
Sony	8 Device Universal Learning	RMVL600
Universal Remote Control	7 Device Universal	R7
Universal Remote Control	10 Device Master Control	RF20

SPECIAL EQUIPMENT

BYPASS SWITCHES/SPLITTERS: This switch is installed on the input side of the set-top box to permit signals to bypass the set-top box and be routed directly to your television set, DVD or VCR. This will permit the simultaneous recording and viewing of different non-secure programs, the consecutive recording of non-secure programming on different channels, and the use of picture-in-picture features for non-secure channels. This switch may be part of your set-top box or it may be a separate device.

CUSTOM SETUP: If you wish to receive two secure (digital encrypted) channels at the same time (so that you can watch a secure channel while recording another secure channel), a dual tuner set-top box or two single tuner set-top boxes can be installed to facilitate this request. All CBVNOL's leased Digital Video Recorder (DVR) devices include at least two tuners.

AMPLIFICATION EQUIPMENT: CBVNOL is required by federal regulation to deliver a minimum signal to each television set. CBVNOL's network is designed to provide the required signal for up to four home devices. If more than four devices are connected to the home network, a signal amplification device may be required and will be sold to the customer.

CABLECARD's: Some set-top boxes and televisions available at retail from third party providers can enable you to access CBVNOL's digital encrypted cable channels without using a CBVNOL-supplied set-top box, if a CableCARD that you purchase or lease from CBVNOL is installed in the retail device. You may contact us to request professional installation of a CableCARD in such devices or request that we provide a CableCARD to you for self-installation. Please note that, at present, none of the retail devices that use CableCARDs can access CBVNOL's advanced interactive digital cable services, including but not limited to on screen ordering of Pay-Per-View or the enhanced programs. If you wish to access those services, you must still lease a CBVNOL set-top box that you may use in conjunction with your CableCARD device.

NOTE: Cable jumpers, signal splitters, or A/B switches may cause signal degradation if they do not meet CBVNOL's standards. Please contact us for assistance in connecting any additional equipment to your home network. All cable connections must be properly prepared and must be properly tightened.

PARENTAL CONTROL

CBVNOL understands that there may be certain television programs available that some customers find unsuitable for members of their household, such as channels containing sexually oriented programming. A parental control option is available to all CBVNOL customers who have a CBVNOL set-top box connected to their TV. You may follow the on-screen instructions to block viewing on the television connected to that set-top box by specific channel, show rating, or shows during specific times of day. A Personal Identification Number (PIN) is used when an adult wishes to view a blocked program.

For more information, please contact us at (866) 571-8671.

THEFT OF SERVICE

Theft of service is the unauthorized receipt of any communications and services offered over a cable system or tampering with cable equipment without the express authorization of the cable operator. Cable theft can occur when an individual knowingly and willfully makes illegal connections to a cable system or alters any equipment or installs any unauthorized equipment to receive CBVNOL's services without CBVNOL's authorization or knowledge. Cable theft can also occur when an individual continues to receive CBVNOL's services after termination of Service.

Any person who unlawfully intercepts or receives communications provided over a cable system violates the Federal Communications Act [See 47 U.S.C. §553]. This includes the theft of audio, video, textual data, or other service, including data transmitted to or from a customer over a system that has interactive capability. Parties found guilty of cable theft are subject to both civil and criminal penalties, which may include substantial fines and/or time in prison.

Also, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award additional 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 enacted this legislation because it believes that theft of cable service poses a major threat to the economic viability of cable operators and cable programmers. Theft of service creates unfair burdens on cable customers who are forced to subsidize the illegal reception by other individuals of cable service without paying for it.

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