

# MLGC TV TERMS OF SERVICE

By using our services (“Services”) provided by Griggs County Telephone Company Co., MLGC, L.L.C., or their affiliates, you agree to the following terms and conditions.

1. **Subscription.** You are subscribing to one or all of the services provided by company.
2. **Voice Services.** This Agreement governs Voice over Internet Protocol (“VoIP”), if selected, but it does not govern our telephone services. Terms and conditions of our telephone services are set forth in tariffs on file with the North Dakota Public Service Commission.
3. **Payment.** You agree to pay for all Services provided to you by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided, and all applicable local, state, or federal fees, taxes, and surcharges. Monthly recurring charges are billed in advance and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by the date specified on the billing statement for each period.
4. **Late/Other Charges.** We may impose an administrative late fee for any charges not paid when due. If Service is disconnected, we may impose a reconnect charge, security deposit, or both, in addition to any outstanding balance, including late charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to \$30. If you have not paid amounts due within 30 days of the due date, and we use the services of a collection agency, attorney, or both to collect amounts due, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorneys fees that we incur, including without limitation, court costs.
5. **Ownership of Equipment.** “Equipment” includes all equipment installed in or on your premises by us including, without limitation, set-top boxes, wiring, remote controls, modems, residential gateways, and power supplies. The Equipment remains our sole and exclusive property.
6. **Tampering/Misuse/Lost/Stolen.** You must not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove any markings or labels from the Equipment. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost, or stolen while in your possession, you are liable for the repair or replacement costs.
7. **Termination of Service.** Upon termination of Service for any reason, you agree to immediately return all Equipment in the same operating condition as when received (reasonable wear and tear excepted) directly to us. If you fail to return any Equipment, you must pay us the replacement cost of the Equipment.
8. **Changes in Service and Charges.** We may change our Services and charges, including deleting Services or programming. We will give you reasonable prior notice of increases or other changes in charges or Services consistent with applicable law. The content, programs, and formats of the Services may be discontinued, modified, or changed by the owners of the underlying services at any time without prior notice.
9. **Transfer of Account or Change of Residence.** You may not assign or transfer your obligations or rights related to Services, including to a new address, without our written consent.
10. **Theft of Service.** The receipt of Services without our authorization is a crime. The law prohibits: (a) theft or unauthorized reception of cable programming, (b) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for unauthorized use), and (c) willful damage, alteration, or destruction of Equipment. You can be subject to both civil and criminal penalties for this conduct.
11. **Service and Repairs.** We will make reasonable efforts to maintain our network and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility, and you are liable for the repair or replacement costs.

12. Access on Premises. You grant us a permanent easement on your premises to construct, install, maintain, inspect, replace, or disconnect our outlets, transmission lines, and all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have obtained the consent of the owner of the premises for us to perform the work contemplated by this Agreement and to construct, install, maintain, inspect, replace, or disconnect our outlets, transmission lines, and all other Equipment necessary to provide Services.
13. Customer's Equipment. We are not responsible for the operation, maintenance, or repair of any equipment or devices owned by you, including without limitation phones, televisions, audio receivers, set-top boxes, computers, or tablets.
14. Service Interruptions. If you lose Service for 24 consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for a credit, you must request it within 30 days of the service interruption. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. We assume no liability for any substitution, discontinuation, or modification of any programming.
15. Termination by Customer. We request that you keep our Services for a minimum of one month from the date you sign this agreement, and provide us at least 30 days advance notice for termination of your Services. You are liable for all Services provided by us up to the time the account has been de-activated and we have received all Equipment.
16. Compliance with Policies, Agreement. We reserve the right to suspend performance or terminate Service for the breach of any provision of this agreement or our policies related to the Services, including without limitation our Acceptable Use Policy.
17. Amendment. We may amend these terms and conditions, on a prospective basis, upon reasonable written notice to you. We may amend our policies related to the Services or establish new policies at any time.
18. Notifications. You acknowledge receipt of a Cable Privacy Notification and receipt of our Network Management Policy, both as required by federal law.
19. Customer Warranties. You represent and warrant that you are at least 18 years old and authorized to enter into this Agreement. You warrant that you are legally empowered to authorize us to enter your premises to (a) place transmission lines on the property, including an above ground pedestal, if necessary, (b) attach wiring and Equipment to the structure, and (c) install, maintain, repair, or disconnect Service.
20. Warranty Disclaimer; Limitation on Damages. Our Service is provided on an "as is" and "as available" basis. The Service is provided without warranties of any kind, either express or implied, including without limitation warranties of title or non-infringement. All warranties are hereby expressly disclaimed. No statement, advice, or information given by us, our officers, employees, agents, affiliates, or contractors, or their respective employees, creates a warranty. We do not warrant that the Services will be uninterrupted or error free.
21. Customer Indemnification. You are responsible for and will defend, indemnify, and hold harmless MLGC, L.L.C. and its officers, employees, agents, affiliates, contractors, and suppliers for any damages, losses, or expenses (including without limitation, reasonable attorney's fees) incurred by us in connection with any claims, suits, judgments, and causes of action arising out of (a) your use of any Service or Equipment, (b) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights arising from your use of the Service, and (c) your breach of any provision of this Agreement or our policies related to the Services.
22. 911 Notice. Internet Protocol-enabled voice services and traditional telephone services route calls differently, which can pose challenges for emergency services in determining the location from which a 911 call has originated. Internet Protocol-enabled voice services ("IP Voice Services") include our VoIP Service and certain Internet Protocol-enabled features of our telephone service, such as our SIP Trunking Services. You acknowledge the following limitations associated with IP Voice Services: (a) 911 calls using IP Voice Services may not connect to the Public Safety Answering Point ("PSAP") or may improperly ring to the administrative line of the PSAP, which may not be staffed after hours or by trained 911 operators, (b) 911 calls using IP Voice Services may correctly connect to the PSAP but not automatically transmit your phone number or location information, (c) if you use our IP Voice Services, you must provide location or other information to us, and update it if you change locations, for 911 service to function properly, (d) IP Voice Services may not work during a power outage or when the Internet connection fails or becomes overloaded.