

NAME: \_\_\_\_\_

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ALLEN'S TV CABLE SERVICE, INC., a Louisiana corporation with operations at 800 Victor II Blvd., Post Office Box 2643, (985) 384-8335, Morgan City, LA 70380-2643, herein "Company" and,

*please print*

Name: \_\_\_\_\_

Address: \_\_\_\_\_, Mailing: \_\_\_\_\_

City: \_\_\_\_\_, Louisiana Zip \_\_\_\_\_

and is further identified by drivers license number \_\_\_\_\_ social security number \_\_\_\_\_

phone number (\_\_\_\_\_) \_\_\_\_\_ and Cable Account number \_\_\_\_\_, herein "Customer", who hereby

agree that Allen's TV Cable Service, Inc., operating under the name "atvci.net"®, is to provide interactive computer services for access to the "INTERNET" ("Service") and that Customer is ordering said Service on a monthly basis; and further, is to lease monthly from Company a Cable Modem/Voice

Adapter, identified by Model: \_\_\_\_\_ Serial No.: \_\_\_\_\_ and

MAC ID No: \_\_\_\_\_

at Company's going rates for each, or as such rates may be changed from time to time, unless Customer specifies to Company that the equipment lease is not necessary because Customer will purchase or provide his own Cable Modem/Voice Adapter; and that they agree upon the following terms and conditions.

ACCT. # \_\_\_\_\_

**ACCEPTED and AGREED TO BY:**

Date: \_\_\_\_\_

Customer

Date: \_\_\_\_\_

Company

**atvci.net® TERMS & CONDITIONS**

**COMPANY:**

1. This Agreement sets forth the terms and conditions which apply to the use of the Service by Customer. Either Company or Customer may terminate the Service at any time. If Customer has accepted a special pricing package, some termination charges may apply. Company shall have the right at any time to change or discontinue the Service or any aspect or feature of the Service, including but not limited to content, speed, access time, hours of availability, price, help information, equipment, and equipment needed for access to and use of the Service.
2. Company requires the presence of Customer during any installation, modification, upgrade, or maintenance performed on Customer's premises. Company recommends that Customer perform a back-up of all files and programs and verify that all hardware items are functioning properly prior to any of the above work being undertaken and re-verify their operation after the function is performed. Company disclaims any liability or responsibility for damages to Customer's computer or its files and programs or its normal operations that may result from any of the above functions being performed or from any software materials used to provide the Service whether installed by Company, Customer, or a third party.
3. Company does not endorse, nor does it assume any liability or responsibility for, any statement, opinion, and advice given or made on the Service by anyone. Although the Company reserves the right to do so, it is not Company's obligation or current policy to censor or monitor, and Company is not in any manner responsible for any data, program, audio, video, picture, text, advertisement or content sent or accessed over the Service or the Internet or made available through the Service by any individual, user, information provider, on-line service, advertiser or content provider. Company is not the publisher of any information provided by others through the Internet. Company cautions Customer that certain content or programs may be inappropriate or illegal, including but not be limited to, programs or content containing false and misleading information or promotions or those that may be offensive, infringing, inaccurate, abusive, profane, or of a sexually offensive nature. Company assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content or programs accessed through use of the Service.
4. **DISCLAIMER OF WARRANTY. LIMITATION OF LIABILITY.** CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS, WHETHER WHOLLY OR IN PART, BE IT UNDER SPECIFIC AGREEMENT, NO AGREEMENT OR ANY OTHER MEANS, CONSTITUTES A COMMITMENT AND BINDING AGREEMENT AND SUBJECTS CUSTOMER TO ADHERE TO ALL RESPONSIBILITIES, OBLIGATIONS, TERMS AND CONDITIONS OF COMPANY POLICIES AND PROCEDURES AS HEREIN STATED AND ALL LIABILITIES, FEES AND ACTIONS AS HEREIN REQUIRED AND IS UNDERTAKEN AT CUSTOMER'S SOLE RISK. NEITHER COMPANY, IT'S AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT, OR INFORMATION SERVICE PROVIDERS OR LICENSORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE PROVIDED THROUGH THE SERVICE. COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR COSTS OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL FOR: (1) ANY MERCHANTABILITY OR FITNESS FOR ANY USE, OR COMPATIBILITY OF ANY SERVICE PRODUCT, MATERIAL, CONTENT OR INFORMATION ACCESSED FOR ANY PARTICULAR PURPOSE; (2) ANY DAMAGE TO OR LOSS OF OR DESTRUCTION OF CUSTOMER'S COMPUTER, SOFTWARE, FILES, DATA, PERIPHERALS, TRANSACTIONS, FINANCES OR COMMUNICATIONS; (3) ANY LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF FINANCIAL STANDING OR FOR ANY PERSONAL INJURY (WHETHER MEDICAL, PHYSICAL, MENTAL, DISABLING OR DEATH), ANY OF WHICH THAT MAY RESULT FROM: (I) THE USE OF THE SERVICE; (II) FROM THE FAILURE OF ANY EQUIPMENT PROVIDED BY COMPANY; (III) FROM ANY INSTALLATION, UP-GRADE, MODIFICATION, MAINTENANCE, REMOVAL OR DELETION OF THE SERVICE, EQUIPMENT, DATA, FILES, MESSAGES OR SOFTWARE; (IV) FROM ANY PROGRAM, CONTENT OR SERVICE THAT MAY HAVE BEEN CORRUPT OR DESTRUCTIVE OR CONTAIN HARMFUL FEATURES AND WAS RECEIVED BY CUSTOMER THROUGH HIS ACCESS TO THE SERVICE; (V) FROM ANY DELAYS, FAILURES OR OTHER PROBLEMS WITH COMPANY'S SERVICE OR THE DELIVERY OF THE SERVICE IN A TIMELY MANNER; OR (VI) FROM ANY ACTS OF GOD, GOVERNMENT, NATURE OR THOSE OF THIRD PARTIES OR EVENTS THAT ARE NOT WITHIN THE CONTROL OF THE COMPANY.
5. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, and addressed by provisions of the Cable Communications Policy Act of 1984, as amended. Customer's rights under the foregoing law, and Company's privacy practices, are described in the Subscriber Privacy Notice delivered by Company to Customer and incorporated by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. Nevertheless, because Customer is providing access to its computer through the interconnection of the Service to the cable network and Internet which are shared by all users during the exchange of information without the use of absolute security, even when Customer is not utilizing the Service, others may access or monitor your traffic or equipment and the possibility of unauthorized access to data, files being sent or received or to programs and to computer equipment itself, by others may exist. Customer is encouraged to take all security measures necessary to secure its data, files, programs and equipment through the use of "firewalls" and "anti-viruses" or similar security measures. Company assumes no liability or responsibility for any such acts or occurrences or for any damages whatsoever resulting from others possibly having access to Customer's computer or transmissions over the Service.

**CUSTOMER:**

1. Customer acknowledges that Company has entered into an agreement with a third party carrier through which Company obtains access to the Internet and that all rights and protections afforded to Company in this agreement shall also extend to the third party carrier.
2. Customer acknowledges (i) that the subscription to the Service is restricted to individuals of at least 18 years of age; (ii) that a subscription to Basic Cable Service is first required; (iii) that the Service is a separate subscription from Customer's cable service subscription or other services Customer may receive from Company and that additional charges will apply; (iv) that the Service is for Customer's personal use; (v) that the Service may also be used by others having access to Customer's computer; (vi) if Customer in his discretion does permit others who are under 18 years of age to use the Service, Customer agrees and acknowledges that it is solely Customer's responsibility to provide adult supervision to such users so as to prohibit them from obtaining any material that is or may be harmful or is prohibited by law to be received, displayed or sent, including materials that may be deemed to be indecent, obscene, pornographic or obtrusive and (vii) that it is Customer's sole liability and responsibility for any and all breaches of this agreement that may result from his or any other user's use of Customer's computer or the Service.

3. If Customer creates any sub-accounts under his account, Customer agrees to assume all responsibility for all such sub-accounts and remain fully responsible for all charges and liabilities arising from the use of his account or sub-account and to further hold Company harmless from and for any such use of the Service by himself or any individual utilizing his account or sub-account.
4. Customer agrees not to resell, redistribute, assign, transfer, loan or sublicense his right to use the Service or any software temporarily licensed to him by this agreement nor shall Customer allow another access to the Service using his account or sub-account. Customer also agrees not to use the Service to operate as an Internet Service Provider (ISP) or to operate any other business enterprise in competition with Company or any of Company's affiliates.
5. Customer agrees to pay, at the time incurred, any installation, connection, disconnection, modification, upgrade or maintenance fees charged by Company to provide the Service and, to PAY IN ADVANCE, all monthly recurring charges for the Service as specified in Company's access rate schedule, including any taxes or other fees charged by or to Company for the provision of the Service to Customer and, Customer acknowledges that Company reserves the right to change the amount of any fees and charges, from time to time, at its discretion and upon reasonable notice to Customer.
6. Customer agrees to pay any and all fees incurred as late fees, collection charges or other costs associated with any collection activity, including any attorney fees and court costs incurred, that may arise from any delinquent account of Customer and that Company may terminate the Service without notice on any delinquent account. If service is terminated for non-payment and Customer desires to restore service, Customer agrees to pay in full any and all balances due to date together with a reconnection fee and one advanced monthly service fee price to Company reactivating the service. Any billing discrepancy must be brought to Company's attention as soon as possible and Customer agrees to waive any discrepancies that are declared later than thirty (30) days after it first appears on Customers statement.
7. Customer may be required, under separate charge, to install a separate cable outlet or other equipment prior to being able to receive the Service and acknowledges that any such installation may be performed or equipment provided by either Company, Customer or a third party and that Company accepts no responsibility for any equipment or installations provided by others. Customer further agrees to allow an authorized representative of Company access to enter its premises from time to time and at reasonable times, to inspect, verify function-ability or connectivity and/or service the facilities or any equipment that the Company may install or provide.
8. Customer acknowledges that certain equipment is required of Customer prior to obtaining connectivity, such as a personal computer with certain capabilities and peripherals, a communication "Ethernet" card and certain software. Customer agrees that any equipment obtained from Company, including but not limited to the cable modem, shall remain the sole property of Company, unless otherwise herein specified or unless provided by Customer. Customer agrees to pay for all cost of repairs or replacement of the equipment for damages incurred during that period the equipment is entrusted to Customer's care regardless of whether damages are occasioned by the fault or negligence of Customer. Customer agrees to promptly return all of Company's equipment within 3 working days of disconnection from the Service or be held liable by penalty of law for such return, and be held liable for payment of the equipment at the rate of \$250.00 for each modem/voice adapter not returned, regardless if lost, stolen, damaged, or otherwise cannot be returned.
9. Customer agrees not to loan out, service, open, modify, tamper with, deface or duplicate or reproduce any equipment provided by Company.
10. Customer acknowledges that any software provided by Company to access the Service, and any enhancements, modifications, or revisions thereto are copyrighted material and are exclusively licensed to Company and that Customer is obtaining a limited, non-exclusive, non-transferable or assignable license to use the software only in conjunction with accessing the Service from authorized locations and during that period Customer remains in good standing and under an agreement with Company. Customer further acknowledges that software and documentation provided by Company is subject to United States export control laws and regulations and agrees not to export, in any form or means, any software to any country that is subject to United States export restrictions. Company reserves the right to modify the software for any reason at any time without notice to Customer.
11. Customer agrees not to use the Service or any equipment or software:
  - a. for any illegal purposes,
  - b. to achieve unauthorized access to any computer system on the Service,
  - c. to achieve unauthorized access or distribution with regard to any software, data, or material protected by copyright, patent, trademark, or trade secret,
  - d. to copy, distribute or sublicense any software, music or program provided by Company or obtained from the Service, except to make a copy during system back-up procedures,
  - e. for excessive data transfer which interferes with the experience of other users,
  - f. to interfere with access to the Internet by other customers or disrupt the network used by Company,
  - g. to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another user,
  - h. to post or transmit any unsolicited advertising, promotional materials or other form of solicitation to other customers, except in those areas that are designated for such a purpose,
  - i. to post or transmit any sexually explicit, pornographic, obscene, indecent, hateful, vulgar threatening, abusive, slanderous, libelous, harassing, defamatory, or racially, ethnically or otherwise objectionable or obtrusive material,
  - j. to post or transmit or disseminate any objectionable information or content, including but not limited to any transmission that constitutes or encourages conduct that is of a criminal nature, or may give rise to civil liability or otherwise violates any local, federal or international law, order or regulation.
  - k. to resell, lease, barter or charge others, directly or indirectly, for access to the Service or to use the Service for operation as an Internet Service Provider.
  - l. to upload, post, publish, transmit, create or reproduce any files, text, video, photo, program or data;
    - i. anonymously or under any false name,
    - ii. that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, defamatory material and/or trademarks or service marks used in an infringing fashion,
    - iii. that contains viruses, worms, locks, keys or any other contaminating, harmful or destructive properties or features.
  - m. to operate or allow others to operate any server or other device, equipment or software that functions like a server on the Service, unless specifically authorized in writing by Company,
  - n. to attempt to, to breach or to circumvent the security, authorizations, passwords, codes or firewalls of any other user's computer, software or data, including those of any other provider, host or network or to use any tool, equipment or software designed to compromise any security,
  - o. to disrupt, flood, attack, overload, seize, corrupt, crash or interfere with the Service, any network or any telecommunication Service of another user, host or network,
  - p. to send, deliver, direct or transmit any unsolicited bulk or commercial e-mail messages "spam" or to collect responses from accounts on other hosts or providers or to generate traffic sufficient to impede others ability to send or receive information or to send numerous copies of the same or similar message or extremely large files with the intent to disrupt or impede the Service, another host, network or the Internet.

Company reserves the right to terminate the Service if Customer violates any one or more of the above items and reserves the right to pursue collection of any damages it may sustain as a result of the termination and allowable in law, including any liquidating damages and Customer agrees to indemnify and holds Company harmless from any claims, losses or damages, including any loss revenues that may result from any such termination.

12. Customer acknowledges that certain information, product and service providers or on-line services accessed through the use of the Service may include fees or charges for such access and Customer assumes full and absolute responsibility for such fees or charges and for the protection and security of any credit card or personal and financial information of Customer and that Company does not warrant any third party product, service, content, data or any protections or security of such that is distributed, exchanged, transmitted, received or advertised over the Service.
13. Customer may terminate this agreement at any time following the initial thirty (30) days of service and agrees to return all Company equipment within 3 working days of any such termination and to pay all accrued charges and fees up to the date Company's equipment is returned. Upon termination, Customer assumes all responsibility for returning, restoring or reconfiguring his computer for operation without the Service.

#### **OTHER TERMS AND CONDITIONS:**

This agreement may not be assigned by Customer, in whole or in part, or by operation of law or otherwise, without the prior written consent of Company. Any attempt to sublicense, assign or transfer this agreement or any rights of Customer herein, by any means or in any form without the prior written consent of Company shall be null and void and immediately terminate this agreement.

Nothing in this agreement shall be construed to limit the rights and remedies available at law or in equity to Company and Company reserves the right upon termination, for any reason, to delete all data, programs, files, electronic messages, or other information that may be stored on Company's servers or system for Customer and assumes no liability or responsibility for any such deletions.

Customer recognizes that "atvci.net" is a registered trademark of Allen's TV Cable Service, Inc. who reserves all rights thereto and Customer agrees not to use, display, distribute or purport to affiliate with the "atvci.net" mark, name, logo, symbol, etc. without the express written permission of Company, the Copyright owner, or as otherwise allowed by the terms of this agreement.

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. This document contains the entire agreement and understanding between the parties hereto. In the event any portion of this agreement is held to be unenforceable, then the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and all remaining provisions shall remain in full force and effect. No lenient enforcement of any provision of this agreement by Company shall be construed as a waiver of any provision or right conferred, obtained or refrained. Nothing in this agreement shall constitute a joint venture, joint relationship, joint ownership or agency between the parties nor obligate or relieve either unless otherwise agreed to herein.