



DTC Communications Bundle Service Agreement

Terms & Conditions

For the purpose of this agreement, the customer agreeing to the terms and conditions of this agreement will be referred to as the SUBSCRIBER, and DTC Communications, the Service Provider, shall be referred to as the SELLER.

Telephone, Internet, TV and DTCgo Services are granted based on local, state and federal laws and SELLER's Acceptable Use Policy.

Agreement:

- 2 Year Agreement: The terms of this agreement shall be for two years of service and include the services indicated below:
 - _____ Telephone
 - _____ E-Phone
 - _____ Broadband
 - _____ TV
 - _____ DTCgo
- SUBSCRIBER who cancels service prior to completing the term of the agreement, will incur the cost of equipment provided by SELLER. Termination shall not prevent SELLER from collection of unpaid statements.
- If the SUBSCRIBER disconnects before the term of the agreement, SUBSCRIBER will be subject to the termination charge of _____.
- If the SUBSCRIBER disconnects before the term of the agreement, SUBSCRIBER will be subject to repay any credits given for a promotion.

Installation

SELLER will provide inside wiring for 1 hard wired and up to two wireless TV locations. If necessary, DTC will wire additional locations or wireless locations for \$65/hour. Installation dates and times will be determined by SELLER. SUBSCRIBER is required to be present for installation.

Prior to installation, SUBSCRIBER is responsible for ensuring that their computer is configured for a high-speed connection. SELLER will provide Internet service to one jack at SUBSCRIBER's premises. SELLER will provide inside wiring, if necessary, for \$65/hour. Installation dates and times will be determined by SELLER. SUBSCRIBER is required to be present for installation.



Service Details

If SELLER is called to SUBSCRIBER’s site and it is determined that the problem is other than SELLER’s TV service, the SUBSCRIBER will be \$65/hour, with a minimum of one hour and pro-rated for each additional half hour increment. SELLER-provided equipment is under limited warranty by the manufacturer. SELLER is not responsible for equipment purchased/installed by the SUBSCRIBER.

Internet service connection speeds are offered between SUBSCRIBER location and SELLER. Actual data transmission rates may be lower due to Internet congestion, server or router speeds, protocol overheads and other factors which cannot be controlled by SELLER. A “best effort” level of service is all that is guaranteed. If SELLER is called to SUBSCRIBER’s site and it is determined that the problem is other than SELLER’s Internet service, the SUBSCRIBER will be billed at \$65/hour, with a minimum of one hour and pro-rated for each additional half hour increment. SELLER-provided equipment is under limited warranty by the manufacturer. SELLER will accept returns to faulty equipment for thirty days. SELLER is not responsible for equipment purchased/installed by the SUBSCRIBER.

Subscriber Rights

SUBSCRIBER has the right to terminate this agreement in writing in the event that SELLER fails to perform or observe conditions under this agreement within 30 days after receiving written notice of the default. If with diligence and in good faith, repairs cannot be made in thirty days, SELLER shall have reasonable, additional time not to exceed 90 days to make amends. If SUBSCRIBER cancels, suspends or defers any order for services under this agreement after SELLER has begun efforts to repair service, SUBSCRIBER shall pay all related fees and costs reasonable incurred by SELLER for the initial term of this agreement.

In the event action arising out of or related to the Agreement, including claims for non-payment for amounts owed, DeKalb County, Tennessee shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws of the State of Tennessee. This agreement supersedes any previous agreements, verbal or written. Periodic amendments to this agreement will be issued as warranted.

By signing below, the SUBSCRIBER agrees to the terms of this agreement in its entirety.

Customer’s Name: _____ Account #: _____

Customer’s Signature: _____ Date: _____