

**MARIANAS CABLEVISION (MCV)** will install equipment in order to provide customers with our cable, Internet services and Home Phone Service. In consideration for installation of said service, CUSTOMER agrees:

**Charges:**

Customer will be charged for the following: 1) installation of MCV's new equipment, cable, phone and/or Internet service: 2) monthly basic cable, phone and/or Internet services, and 3) any other services MCV provides. All charges are payable when due. MCV sends monthly invoices. Use the statement when making a payment for your service. All MCV rates are inclusive of GRT or BGRT equivalent component.

**Rate Change Notice:**

From time to time, if increased costs force MCV to raise its rates, MCV will notify you of these changes via mail.

**Payments:**

1. Customers cable television/home phone and/or Internet service payment is due for that month's service. Your due date is printed on the monthly invoice.
2. Customers may mail their payment to our PO Box, pay at most local banks, pay at our office or pay via monthly direct payments.
3. If customer's payment is not received 5 days after your due date, the customer will be charged a late fee of **\$4.99** on Guam and **2%** on Saipan.
4. If customer's payment is not received within 30 days of the due date, customer will be subject to disconnection without notice.
5. Non-receipt of billing statement and/or invoice **does not** prevent customer's account from being due or payable.
6. All disputes with invoiced amounts must be made known to MCV within **ninety (90)** days of invoice date. No credit will be given for a period greater than 120 days.

IF CUSTOMER IS DISCONNECTED FOR NON PAYMENT, THERE WILL BE A RECONNECTION FEE AND CUSTOMER MUST MAKE PAYMENT OF ONE MONTH OF CABLE AND/OR INTERNET SERVICE AND ANY PAST DUE BALANCE BEFORE CUSTOMER'S SERVICE WILL BE REINSTATED. PAST DUE ACCOUNTS WILL BE TURNED OVER TO A COLLECTION AGENCY AND CUSTOMER WILL BE LIABLE FOR ANY FEES THE AGENCY MAY IMPOSE. CUSTOMERS WHO ARE DISCONNECTED WITH AN UNPAID, DELINQUENT BALANCE WILL BE REPORTED TO THE CREDIT BUREAU. CHECKS RETURNED FOR ANY REASON WILL BE CHARGED **\$25.00**. MONIES COLLECTED IN THE FIELD ON DELINQUENT OR DISCONNECTED ACCOUNTS WILL BE CHARGED A **\$10.00** COLLECTION FEE.

**Change in Residence:**

Customer agrees to promptly notify MCV of any change in occupancy of residence. MCV will transfer service to a new tenant if customer notifies MCV in writing BEFORE service is disconnected. A processing fee will be charged for this transaction.

**Changing or Disconnecting Service:**

Customer may change or disconnect service upon **24-hour** notification to MCV. Account holder must notify MCV in person or over the phone. MCV does not accept fax or email requests to terminate service. Payment for cable/phone and/or Internet service ( or any other service MCV provides) and return of any leased equipment is due immediately. Customer is responsible for payment until the account has been disconnected or transferred. Unpaid, disconnected accounts will be referred to a Collection Agency. **For those in the military:** If account is delinquent we may notify base Commander to assist MCV in collections of unpaid accounts

**Theft of Service:**

The ownership of all cable and equipment provided by MCV shall be and shall remain the property of MCV and shall not be modified without permission. Unauthorized **attachments (i.e. splitters, connectors, etc.) to our** cable or equipment or unauthorized use of signal or tampering constitute theft under federal and local law. Fines range from **\$500.00** to **\$5000.00**.

**Loss of Service:**

If MCV's signal is interrupted and not corrected within 24 hours after MCV receives your notice, MCV will credit customer upon each 24-hour period of interrupted service, upon request, provided that the customer's account is (paid) current. Company employees will be given reasonable access to customer's premises to install, inspect, service, maintain, repair or disconnect service.

**Cable and Equipment:**

Unless specifically indicated otherwise all Cable, Attachments and Equipment provided by MCV remain the property of MCV and do not become permanent fixtures of the structure where they are installed. MCV may remove or alter the Cable, Attachments or Equipment at their sole discretion. If customer's service is disconnected for any reason, customer agrees to promptly return MCV's equipment. MCV's personnel are not permitted to move furniture or appliances. Customer agrees to promptly return leased equipment to MCV.

**Refunds:**

If customer has paid MCV in advance and has not received service, MCV will mail refund (less any outstanding service or equipment charge), after customer's service is disconnected. MCV does not issue cash refunds.

**Damaged, Lost or Stolen Equipment:**

If customer damages MCV's cable or equipment other than reasonable wear and tear, customer agrees to pay reasonable cost of repair or replacement. If equipment is lost, damaged or stolen customer will be billed **\$375.00** for each digital set top converter **\$425.00** for each HD set top converter, **\$525.00** for each DVR digital video recorder, **\$625.00** for each HD DVR **\$50.00** for each analog set top converter and/or decoder and **\$25.00** for each remote control unit, **\$15.00** for each surge protector. . Lost, stolen or damaged cable modems will be billed **\$50.00**. EMTA (phone) modems will be charged **\$75.00**.

**No Representation or Warranty:**

No representation, statement or warranty other than specifically set forth in this agreement shall be binding.

**Notice of Cancellation:**

If customer changes their mind and cancels this agreement before the customer's installation is completed, MCV will refund customer's payments and/or deposits via mail. MCV will refund the pro-rated amount for unused Cable TV and/or Internet services. If customer terminates their **Online, Digital, HD and/ or Home Phone Service**, customer agrees to return all equipment and accessories issued with said equipment to MCV offices. If service is disconnected and equipment is not returned the customer will be billed **\$50.00 for each unreturned cable modem**. EMTA (phone) modems will be charged **\$75.00**. Customer will be billed **\$375.00 for each digital set top converter**, **\$425.00 for each HD set top converter**, **\$525.00 for each DVR** (digital video recorder), **\$625.00 for each HD DVR**, **\$50.00 for each analog set top converter and/or decoder**, **\$25.00 for each remote unit** and **\$15.00 for each surge protector** that is not returned to MCV. Such payment will be in addition to any other amounts customer owes MCV.

**Privacy Act of 1974:** MCV collects and maintains personally identifiable information concerning subscribers. Information used is solely for normal business purposes and rendering cable television and/or Internet services. Federal Law prohibits MCV from releasing all personally identifiable information, unless ordered to do so by court order.

**CPNI - Customer Proprietary Network Information**

Customers acknowledge that MCV will not provide personally identifiable information to a third party for the purpose of providing and provisioning Digital Home Phone Service. We do not share these records with others, unless we receive a lawfully issued request.