

**INTRODUCTION:** The following terms and conditions will govern your use of digital television services, marketed as "EnFusion TV" ... It is agreed that agreements are made only on the terms and conditions herein. This document is an offer by you (Customer), which will become a contract only when accepted in writing by Wheat State Telephone, Inc. (Company). This document contains the terms and conditions on which the Company will provide you, the Customer, with Digital Television Services (Service) using the Company's Network (Network). By use of the Service you agree (for yourself and any other person you allow to use your Service) to be bound by these terms and conditions. The Company may change these terms and conditions by giving you at least ten (10) days notice at your billing address. You agree to be bound by those changes unless you cancel your Service in writing prior to the effective date of such changes. Cancellation is subject to term conditions as continued herein.

**SECURITY:** The Company will not be responsible for any tampering of equipment or connections that affect the use of the Service. It is your responsibility to safeguard your system, through appropriate means from theft and unauthorized use. Any detriment caused to the Network as a result of your failure to properly secure your system may result in the immediate suspension of your Service.

**CONTRACT PLAN COMMITMENT SUMMARY:** This Service will require a term commitment of (2) years and is subject to early termination fees. If the Service is canceled prior to the completion of the term your account will be assessed an early termination fee of \$199.00. Fee is subject to contract term remaining and prorated accordingly. All EZ Pay installments are due and payable upon early termination.

\_\_\_\_\_ (Initials)

EnFusion Services are provided for your non-commercial personal use only, and for your enjoyment in a single private residential dwelling unit. You agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes any portion of the Services, use of the Services, or access to the Services. Further, you agree that EnFusionTV service may not be rebroadcast, nor performed, nor may admission be charged for listening to or viewing EnFusionTV service.

**INSTALLATION/SERVICE**

You will be responsible for payment of service fees for visits by the Company or its subcontractors to your premises when a service request results from causes not attributable to Company or its subcontractors. You will provide Wheat State Telephone and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Wheat State Telephone may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service.

**FEES AND CHARGES:** Agreement to Pay. You agree to pay all fees and charges for


the Services associated with your Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Services, associated equipment, installation and maintenance, and including all usage and other charges associated with your account. In order to provide you with the Services, the Company may pay taxes, fees, and surcharges to municipalities and other governmental entities, which the Company may pass on to you.

**TERMINATION OF SERVICE:** Service shall not be used for ANY PURPOSE THAT VIOLATES THE LAW Unlawful or interfering uses are grounds for termination of your Service. The EnFusion TV Service provided is for the specific location designated and use at or by another location or involving the resale of the service/equipment or any other part of the Service is prohibited. The Company may also terminate your Service for non-payment or for any violation of any of the terms contained herein. You may terminate your Service at any time after the initial commitment period by notifying the Company of your intention to do so. You are responsible for payment of outstanding charges for the period of time in which the Company provides you Service. All set top boxes, digital video recording equipment, and wireless access points are the property of Wheat State Telephone and must be returned when service is terminated.

**LIMITATIONS OF WARRANTIES:** The Company will use good faith efforts to provide continuous satisfactory Service. However, Service may be temporarily interrupted because of power outages, governmental orders, system modifications, maintenance or repairs, programmer network difficulty, security measures, equipment malfunctions, etc. Company is not liable for loss of any programming stored on digital video recording equipment. Equipment is not designed for permanent storage. Digital signal performance is subject to upstream equipment conditions and channel programmer tests and maintenance. Digital signal is delivered on a "best effort" basis. All packages are subject to channel programmers network rules for package placement and pricing.

If Service is interrupted for more than 48 hours other than by negligence or willful act of the customer, an allowance at the published rate for the Service at the time of interruption shall be made for the time such interruption continues, after notice and demand to the Company. No other liability shall in any case attach to the Company on account of interruptions of Service.

**LIMITATION OF LIABILITY:** In no event will the Company be liable, under any legal theory, for lost business, profits, or revenue, damage, accident, injury to person or property (including death) or any other losses, claims, or damages, including any incidental, special or consequential damages, caused, arising from or related to, directly or indirectly, your (or any other person's) use of your EnFusion TV Service, the Company's equipment, the Network or Service, or the Company's provision or failure to provide or make available such Network or Service.

<b>Date:</b>	
<b>Signature:</b>	
<b>Phone Number:</b>	
<p><b>FOR OFFICE USE ONLY</b></p> <p>Expiration Date: _____ Package Name: _____</p> <p>Number of STBs and Type: STD _____ DVR _____</p>	<p><b>Customer Care Offices</b></p> <p>PO Box 320 • 106 W First • Udall, KS 67146 • (620) 782.3341 • (800) 442.6835          PO Box 166 • 110 W Bitler • Olpe, KS 66865 • (620) 475.3301 • (800) 440-3018          PO Box 36 • 107 E Violet • Potwin, KS 67123 • (620) 752-3212 • (800)387-7739</p>