

Murray Electric System's Cable Services Rules & Regulations

SCHEDULE OF RULES AND REGULATIONS FOR CABLE TELEVISION SERVICE

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

1. "MES." Murray Electric System located at 401 Olive Street, P O Box 1095, Murray, KY 42071, (270) 753-5312.
2. "Customer." The purchaser of electric and other services.
3. "Subscriber." The purchaser of services who is not an electric customer.
4. "CATV." Community Antenna Television, more commonly referred to as "cable television."
5. "Converter." An electronic device which converts MES's incoming signals for use at the subscriber's television receiver.
6. "Month." One twelfth of a year, as near 30 days as practicable.
7. "Continuous Service." CATV service that MES endeavors to keep available at all times.
8. "Lifeline Basic Service." CATV service consisting of various television programming for which a single monthly rate is charged to the subscriber.
8. "Expanded Basic Service." CATV service consisting of additional various programming for which a single monthly rate is charged to the subscriber.
10. "Premium Service." An optional CATV service consisting of one or more television programs for which a single monthly rate is charged to the subscriber in addition to the charge for basic service and expanded basic service.
11. "Outlet." The receptacle through which CATV service is provided to the subscriber's television receiver.

1. APPLICATION FOR SERVICE

The Customer or Subscriber shall submit a written application for CATV service for each location where service is desired on forms provided by MES if no electric account exists in the name of the Customer or Subscriber for the location for which cable television service is desired.

2. FEES AND CHARGES

Upon acceptance by MES of the Customer or Subscriber's application for CATV service, the Customer or Subscriber shall pay to MES the applicable monthly service fee, all security deposits, any equipment lease fees or purchase costs, installation fees, connection fees, and any other fees or charges due MES. Any service, lease maintenance, purchase, installation, security deposits, and other charges for which the Customer or Subscriber is obligated shall be payable in advance.

3. DEPOSIT POLICY

In some cases, MES will make deposit decisions in such a way as to assure protection for MES from a customer's failure to remit payment for services. These decisions may be based on various factors, but will be applied in a non-discriminatory manner in all cases. The various factors may be any or all of the following: actual history with existing and former customers and a customer's credit scores. Unless extenuating circumstances are present, the following procedures shall be used as a guide for establishing deposit amounts:

- ***Residential Cable &/ or Internet Service Applicants who have an established or is establishing an electric account in their name:***

1. New-service applicants who pose no credit risk (Green or Yellow Light returned on the ONLINE UTILITY EXCHANGE) will be charged no deposit.

2. New-service applicants who pose substantial credit risk (Red Light returned on the ONLINE UTILITY EXCHANGE) will be charged a \$100 deposit per digital box requested for Digital Cable.
 3. Any existing customer who has at least six (6) months of good pay history (no non-payment disconnects, returned checks, tamper charges etc. to MES; which is shown as all 0's or 1's in the credit history) will not be charged a deposit for digital service and boxes.
 4. Any existing customer who has established a poor pay history (non-payment disconnect, returned check, tamper charges etc. to MES; which is shown as anything other than a 0 or a 1 in the credit history) with MES for six (6) months or more will be charged a \$100 per digital box for Digital Cable.
- ***Residential Cable &/ or Internet Service Applicants who DO NOT have an established or establishing an electric account in their name:***
 1. New-service applicants who pose no credit risk (Green or Yellow Light returned on the ONLINE UTILITY EXCHANGE) will be charged no deposit. (This would only apply to homeowners).
 2. New-service applicants who pose no credit risk (Green or Yellow Light returned on the ONLINE UTILITY EXCHANGE) will be charged a \$40 deposit.
 3. New-service applicants who pose substantial credit risk (Red Light returned on the ONLINE UTILITY EXCHANGE) will be charged a \$80 deposit for Basic or Expanded Basic Cable &/or Internet.
 4. New-service applicants who pose substantial credit risk (Red Light returned on the ONLINE UTILITY EXCHANGE) will be charged a \$100 deposit per digital box requested for Digital Cable.
 - ***General***
 1. Deposits are required to be paid prior to the time a connect order is issued.
 2. Deposits are not transferable from one service address to another.
 3. Upon termination of service, the deposit will be applied against any unpaid balance.

4. Any remaining balance will be returned to the customer, either by check or by applying the balance of the deposit to any active account currently held by the customer.
5. No interest will be applied to any Basic or Expanded Basic Cable &/or Internet deposit.
6. Deposits received for security of equipment will not accrue interest.

4. INTEREST

Any equipment or service security deposit paid to MES by the Customer or Subscriber shall be retained by MES until termination of service and shall not bear interest payable to the Customer or Subscriber, unless said deposit is equal to or greater than \$100.00 and has been held for one year, at which time said deposit shall bear interest at the rate of three percent (6%) per year (not compounded).

5. EQUIPMENT RETURN

Whenever service is terminated, the Customer or Subscriber shall return any equipment, such as a converter to MES's office. If the returned equipment is received by MES and is found to be in satisfactory working condition, and Customer or Subscriber has paid all service charges and any other applicable fees or charges, Customer or Subscriber shall be entitled to the original amount of the deposit for the equipment, without interest or earnings. If the returned equipment is received by MES and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the Customer or Subscriber but shall be retained by MES and applied toward the cost of its repair or replacement.

The Customer or Subscriber understands, notwithstanding any other provision contained in these rules and regulations to the contrary, that any converters provided are and shall remain the property of MES and must be returned to MES at any time service is terminated or discontinued. Failure to return a converter within fifteen (15) days after service is terminated or discontinued will result in a charge being assessed to Customer's or Subscriber's account of \$150 per converter and \$7.00 per remote. The Customer or Subscriber shall pay to cover the cost of any converter not returned, as well as any other expense incurred by MES resulting from Customer's or Subscriber's failure to return same. Willful failure to return any converter is also a crime punishable by law.

6. RIGHT OF ACCESS

The Customer or Subscriber, upon acceptance of application for CATV service by MES, grants permission for MES, its agents, servants, and employees, to enter upon the property of the Customer or Subscriber for the purpose of installation, inspection, maintenance, testing, and repair of the cable service to the Customer's or Subscriber's premises, and upon service being cancelled for any reason, the Customer or Subscriber grants permission for MES, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to MES, and to discontinue service thereto.

7. OWNERSHIP OF EQUIPMENT AND MATERIALS

All equipment and materials unless purchased from MES or unless such property is incorporated in, becomes an integral part of or is permanently attached to the Customer's or Subscriber's premises, shall remain the property of MES.

8. WIRING REQUIREMENTS

No wiring will be installed by MES within any wall or attic space. The Customer or Subscriber, at his option, may choose to install the wiring furnished by MES within walls and/or attic spaces at his own expense; but in such instance, the Customer or Subscriber shall install such wiring to specifications

and satisfaction of MES and the National Electrical Code.

9. WARRANTIES AND REPAIRS

Any equipment or service rendered to the Customer or Subscriber is subject to no warranties from MES, either expressed or implied. Customer or Subscriber agrees to pay MES for any repairs to its equipment and facilities at MES's applicable rates.

10. RESPONSIBILITY FOR MES'S PROPERTY

The Customer or Subscriber agrees not to tamper with any of MES's wiring or equipment, to extend lines, or alter in any manner any MES property. The Customer or Subscriber also shall receive MES's CATV service with the understanding that he will adequately safeguard all MES properties upon the Customer's or Subscriber's premises from alteration and abuse by others, and that he will not hire or permit anyone other than authorized MES personnel to perform any work on MES's property, equipment, and facilities.

11. PENALTIES FOR UNAUTHORIZED SERVICE

If unauthorized service is discovered by MES, the cost will be billed to the Customer or Subscriber for an estimate of CATV services delivered, including the cost of inspection, investigation, reconnection, and cost of repair to MES's facilities, all of which must be paid in full before service can be reestablished or restored. Unauthorized service discovered is subject to prosecution of applicable local, state, and federal law.

12. MONTHLY SERVICE CHARGES

The Customer or Subscriber shall pay MES a one-time pro-rated monthly service charge from date of installation to the end of that billing cycle.

Thereafter, the Customer or Subscriber shall pay MES the full monthly service charge applicable to the service rendered, which amount shall be due as shown on the bill from MES each month.

Monthly service charges shall be determined as per the schedule of rates applicable to the services for which the Customer or Subscriber has applied and received, and is subject to change by MES.

13. PREMIUM SERVICE

The new Customer or Subscriber may elect to receive premium service only after he has submitted an application for lifeline/expanded basic and premium service.

An existing lifeline/expanded basic service Customer or Subscriber can elect to receive premium service by submitting his application for such service, but in no instance will any Customer or Subscriber be permitted to receive premium service without MES's lifeline/expanded basic service or if Customer or Subscriber has a past due account. An existing lifeline/expanded basic service Customer or Subscriber who elects to receive premium service will be charged for service monthly as provided in Section 12.

Premium service programming cannot be provided to Customer or Subscriber who shall charge any fee for its viewing or in public places for viewing by mass audience.

14. PAY-PER-VIEW

The Customer or Subscriber may also elect to receive pay-per-view events and/or movies from time to time; however, in no instance will a Customer or Subscriber be permitted to receive this service if an amount is shown to be past due on the Customer or Subscriber's account. MES reserves the right to

refuse more than one converter authorized for pay-per-view events/movies.

15. CHANGE OF OCCUPANCY OR OWNERSHIP

The Customer or Subscriber shall notify MES of any change of occupancy or ownership of Customer's or Subscriber's premises promptly upon its occurrence. Nothing in these rules and regulations shall be construed to give the Customer or Subscriber the right to sell or assign any rights to use any of the equipment or service provided by MES to the successor tenant or occupant.

16. LIMITATION OF MES'S LIABILITY

MES, its agents, servants, or employees, shall not be held liable or responsible for any damage or injury to the property of the Customer or Subscriber occurring during installation or maintenance of facilities including, but not limited to, outlet, cable, connector, converters, etc., to provide and/or maintain service to Customer or Subscriber.

17. DISCLAIMER REGARDING PROGRAMMING CONTENT OR CHANGES

The Customer or Subscriber shall not hold MES responsible nor liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith.

18. SCOPE

A copy of the rates, rules and regulations under which CATV service will be supplied is open to inspection by the general public at the MES office and on MES's website at www.murray-ky.net. A hard copy of MES's rules and regulations and applicable rate schedule shall be furnished to each Customer or Subscriber without charge, upon request.

19. RULES AND REGULATIONS DEFINING OBLIGATION OF MES IN FURNISHING SERVICE INTERRUPTION OR DISCONTINUANCE OF SERVICE DUE TO USE OF NON-MES FACILITIES

In order to provide service, MES shall occasionally make use of poles owned in whole or in part by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, MES will make every reasonable effort to provide service over alternate routes and facilities. The Customer or Subscriber agrees that he will make no claims or undertake any action against any utility, including MES, if the service provided to the Customer or Subscriber is interrupted or discontinued for this reason.

20. PROVISION OF SERVICE

MES shall make every reasonable effort to provide CATV service to every Customer or Subscriber who applies for such service in the shortest period of time practicable and where CATV service is readily available. MES's CATV services will only be extended into areas where MES is duly authorized.

21. UNDERGROUND SERVICE

MES's rates for CATV service are based upon costs to provide overhead service to its various classifications of Customer or Subscriber. Therefore, underground services and extensions from MES's overhead system shall be made pursuant to receipt of advance payment of charges associated therewith, and as determined by the schedule of fees and charges applicable to underground installation, as established from time to time.

22. LOCATION OF OVERHEAD

Unusual circumstances to the contrary, MES's overhead CATV service drop to the Customer or Subscriber premises shall be located as closely to the point of electrical service attachment as is safe and practicable.

23. OUTAGES & INTERRUPTIONS

MES shall make every reasonable effort to promptly restore CATV service to its Customers or Subscribers in the event of any outage or interruption. MES shall also make every reasonable effort to investigate Customer or Subscriber reports of poor CATV reception, etc., and to remedy same when found to be the fault of MES's system and/or equipment.

In the event MES dispatches any of its personnel to investigate any Customer or Subscriber complaint or outage and the problem is determined to be caused by the Customer or Subscriber's television receiver or other Customer or Subscriber-owned facilities, the Customer or Subscriber may be charged the cost of time and transportation, but in no event shall said charge be less than ten dollars (\$10.00).

24. REPRODUCTION OF PROGRAMMING

The Customer or Subscriber shall not record or tape any of the programming provided by MES, nor shall the Customer or Subscriber allow any other person to do so, except for the personal use of the Customer or Subscriber.