



## HBL COMMUNICATIONS CUSTOMER TERMS AND CONDITIONS OF SERVICE

### **HBL Digital Plans:**

A new HBL customer pays a \$49.99 Activation Fee. The \$49.99 Activation Fee will be waived for a customer who agrees to provide a valid credit card to be placed on file. If Digital Plan is terminated prior to end of 12 months, a cancellation fee equal to \$50 shall be assessed. In addition, customer will be charged a monthly equipment rental fee for each receiver beyond the first, based on model of receiver. Customer may be required to pay lease upgrade fees for receivers beyond the 1st receiver. 2nd – 3rd Receiver -HD [211] =[\$49.99] + rental fees-DVR [625] [\$89.99] + rental fees-HD/DVR [622/722] [\$119.99] + rental fees - 4th Receiver and beyond -HD [211] =[\$199] + rental fees-DVR [625]=[\$249] + rental fees-HD/DVR [622/722]=[\$299] + rental fees. The lease upgrade fees are not deposits and are non-refundable. Lease rates are subject to change and rates are applied at time of request. Additional charges apply for other configurations. A \$5.00 service fee will be applied for each digital receiver not connected to a land based/IP connected phone line. ALL EQUIPMENT REMAINS THE PROPERTY OF HBL COMMUNICATIONS AT ALL TIMES AND MUST BE RETURNED TO HBL COMMUNICATIONS WITHIN FIFTEEN DAYS OF ACCOUNT DEACTIVATION OR CUSTOMER MUST PAY AN UNRETURNED EQUIPMENT FEE. Then current prices will apply for all programming and equipment fees. The first HBL COMMUNICATIONS bill covers the first two months of service. All future bills will be for one month of service. All prices, packages and programming subject to change without notice. Number of channels may decline. Local and state sales taxes may apply. Where applicable, monthly equipment rental fees and programming are taxed separately. If applicable, Activation Fee is completely non-refundable once the system is activated. Prices valid at time of activation only; additional fees will apply to upgrade after installation. No more than four tuners per account are permitted. No more than two dual-tuner receivers per account are permitted (including no more than two ViP622/722 DVR receivers), or a total of four single-tuner receivers (including no more than two ViP211 receivers) per account if no dual-tuner receivers are chosen. Any unreturned equipment fees will automatically be charged to the customer's HBL Communications account or the customer's credit or debit card provided to HBL Communications. Social Security Numbers are used to obtain credit scores and will not be released to third parties except for verification and collection purposes or if required by governmental authorities. Customer authorizes HBL Communications to investigate credit worthiness. Customer further authorizes HBL Communications to report any payment defaults to credit reporting agencies. Customer acknowledges and agrees that HBL Communications is not extending credit and that the unreturned equipment fees are not interest, a credit service fee or a finance charge. HBL Communications shall determine eligibility for this offer in its sole and absolute discretion. Programming and other services provided are subject to the terms and conditions of the promotional agreement, available at [www.hblcommunications.com](http://www.hblcommunications.com) or upon request. HBL Communications reserves the right to change or alter programming, channel lineups, availability and pricing without notice. There is a \$5.00 change of service fee for each programming change except a \$10.00 Change of Service Fee for each Adult programming change. Each of Customer's receivers must be continuously connected to Customer's same land-based phone line (or broadband home network, depending on receiver model). The \$5.00 per month dual-tuner receiver additional outlet programming access fee(s) will be waived monthly for each such receiver HBL Communications equipment confirms is continuously connected to Customer's same land-based phone line (or broadband home network, depending on receiver model). HBL Communications confirmation process shall be the sole method utilized to determine if Customer's monthly additional outlet programming access fee(s) will be waived. A \$5.99 per month DVR Service fee will be charged for each DVR receiver. A \$7.00 per month HD Enabling fee will be charged to an account that has one or more HD receivers but doesn't carry qualifying HD programming, including DishHD package or higher. ESPN and ESPN2 programming subject to change and blackout restrictions, and is licensed separately for residential and commercial use. Some games telecast locally may also be included in ESPN packages. FOX Sports Networks programming subject to blackout restrictions and licensed for residential use only. Regional sports networks not available in all areas. Local channels by satellite are only available to customers who reside in the specified local Designated Market Area (DMA). Channels may vary by market. Cities subject to change without notice. All service marks and trademarks belong to their respective owners. HBL Customers who request on-site technical support that is deemed user error or user configuration error or request on-site technical support and it is found that no issue exists or any on-site visit for a technical issue that was not the result of HBL equipment or service may be billed a \$29.99 'UTR' (Unnecessary Truck Roll) Fee. This fee is determined by the on-site technician and management and will be billed on the next billing cycle. HBL Communications shall determine validity of this fee at its sole and absolute discretion. HBL Communications reserves the right to withhold or discontinue service to customers for any reason.

**HBL TRIFECTA PROMOTION TERMS & AGREEMENT** Offer Ends 11/31/09. All prices are subject to change. Services may not be available in all areas. \*\*\$69 rate requires 2 year commitment to all three services. Retail rates for these services will be applied on your bill and a \$22.97 per month credit shall be applied for the 1st 12 months. Should you decide that you no longer need or want this service within the specified 24 month period, cancellation is possible however you will be required to pay the remaining term of the contract at the rate of \$20 per month. The Trifecta promotion is a 12 month promotion. For the first 12 months of your commitment you will see a \$22.97 discount on your bill. In the second twelve months the \$27.97 discount will disappear, however your \$10 internet discount and your \$5.99 initial receiver discount will remain. This promotion requires a one-time \$25.00 activation fee. Any services purchased above and beyond the 3 services in the Trifecta promotion will be billed at retail rates. Promotion includes 1 High-Definition Receiver for access to Digital and HD Programming. 8 Mbps internet upgrade speed is "best effort" and speeds will vary. Upgrade Internet speed are not guaranteed or grounds for cancellation. VoIP Services are based on residential usage or 500 minutes per month. Business class services are available. If residential usage is exceeded customer will be billed on a per minute rate of .02 cents per minute. E911 service in VoIP requires correct address information on customers account and because HBL Digital Phone Service allows for moving the ATA/VoIP device and changing the E911 address information, the responsibility of keeping that information current is the customer's responsibility. E911 service and VoIP Service can fail during power outages and HBL is not responsible for damages that occur due lack of VoIP or telephone services. We recommend installing a battery backup on your modem and VoIP device. VoIP service does not function for the use of alarm monitoring. We do offer alarm monitoring but it is recommended only over a land based or cellular phone line. Fax make and model differences do not guarantee fax usage over VoIP services. Please review E911 and VoIP fees on our website. Please read fully the service contract that will be given you at the time of installation. You may also get this information on our website at [hblcommunications.com](http://hblcommunications.com). Agreement of Customer Terms and Conditions authorizes HBL Communications to contact customers for promotional and sales material in any form. This information will not be sold or shared with a third party. HBL Communications Service Terms and agreements are subject to change.

**HBL 'Serving Up' PROMOTION TERMS & AGREEMENT**

Offer Ends 12/31/09 (Currently Extended). All prices are subject to change. Services may not be available in all areas. \*\*\$39.99 rate requires 1 year commitment to services. Retail rates for these services will be applied on your bill and a per month credit shall be applied for the 1st 12 months. After 12 month commitment period, retail rates apply for programming and equipment. Should you decide that you no longer need or want this service within the specified 12 month period, cancellation is possible however you will be required to pay the remaining term of the contract at the rate of \$20 per month. This promotion requires a one-time \$25.00 activation fee. Any services purchased above and beyond the services in the 'Serving Up' promotion will be billed at retail rates. HBO and Showtime Free for 3 months only included with this promotion and not for existing customers. After 3 month promotional period HBO and Showtime programming will be billed at retail rates. Customer must call HBL to cancel the retail (HBO and Showtime) programming. Other premium programming cannot be substituted. Promotion includes 1 High-Definition Receiver for access to Digital and HD Programming. All equipment including HDMI Cable is the property of HBL Communications and must be returned in the event service is canceled or terminated or retail charges will apply. Please read fully the service contract that will be given you at the time of installation. Complete information and Terms and Conditions can be found on our web site at [www.hblcommunications.com](http://www.hblcommunications.com).