

**Sports Blackouts.** The FCC requires that from time to time certain events or cable casts be "blackout out" due to contractual agreements between professional sports leagues and broadcasters. Events occurring within a radius of 35 miles are normally blacked out, even though they may be listed in a local newspaper or TV guide.

**Buy-Through Of Services Other Than Lifetime Basic.**

FCC rules do not allow cable systems to require subscription to video programming offered on a per channel or per program charge basis. To comply with this requirement, customers who wish to access pay-per-view and video on demand (VOD) or premium programming while subscribing only to lifetime basic may lease a digital converter/descrambler at the monthly rate detailed in our Cable TV Service Rates & Price List. Buy-through is not available with an analog converter/descrambler.

**NOTICE OF AVAILABILITY OF CONVERTER/DESCRAMBLERS AND CABLECARDS FOR ADDITIONAL OUTLETS**

Subscribers may not be able to receive all stations carried on our cable system without additional Equipment. For those television sets that are not compatible with our cable system, additional Equipment is available at monthly rates as detailed on our Cable TV Service Rates & Price List.

**TERMINATION OF SERVICE**

You may not assign or transfer the Service without our consent. The provisions of these Policies and Practices shall survive termination, amendment or expiration of your relationship with the Company, your receipt of Services, or any other relationship between us.

**Voluntary Termination.** Unless you have otherwise agreed (such as where you have agreed in advance to receive Service over a specified period of time), you have the right to cancel your Service for any reason at any time by giving us notice. Any credit balance will be refunded within 30 days after Service is terminated and the return of our Equipment.

**Involuntary Termination/Effect on other Services.** Cable television Service may be disconnected for failure to pay a deposit or make payment in accordance with the terms of a deposit payment arrangement, where dangerous or emergency conditions exist at the Service premises, for failure to pay charges due for Services rendered, where Service is being obtained fraudulently, or for attaching devices or Equipment to inside wiring that impairs the integrity of the local cable system, such as creating signal leakage or degradation of signal quality. We may require you to pay all past due charges, a reconnect charge, a deposit and a minimum of one month's advance charges before we reconnect your Service. Further, if you do not reconnect, any rental Equipment must be returned to us.

In either termination event, if you have a payment credit for any reason (including, without limitation, an unreturned security deposit or prepayment) at the time of your termination of Service, such payment credit will be set off against any amounts which you owe us before its remittance to you.

**MAINTENANCE AND REPAIR**

All costs associated with the maintenance and repair of Services furnished by the Company will be borne by the Company except as specified elsewhere in this document or our Cable TV Service Rates & Price List.

We maintain a telephone line that will be available to you 24 hours a day, seven days a week, every day of the year for reporting Service problems. When you call about a Service problem, a customer service representative will attempt to resolve the problem over the telephone. If the problem cannot be resolved over the telephone we will schedule a service technician to visit your home.

Emergencies affecting signal quality over a large area, such as fallen power poles, violent storms, subfreezing weather, or extreme heat will be responded to 24 hours a day. The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional destruction, negligence, or carelessness. Access to the customer's premises, at any reasonable hour, will be given to representatives of the Company for the purposes of installing, inspecting, repairing, testing, or removing any part of the Company's facilities.

**Service Interruption Credit.** Reported Service interruptions of 24 hours or longer will be credited to the customer's account. The credit will be the prorated portion of the monthly rate for the Service or the portion of the Service made inoperative.

**Relocation or Rearrangement of Facilities.** The Company will be reimbursed for the costs associated with customer requests for relocation or rearrangement of facilities.

**Customer Premises Inside Wiring.** The Cable Act of 1992 has determined that the customer is responsible for maintenance of cable television wiring beyond a point, at or about, twelve inches outside of where the cable enters the outside wall of a customer's premises. Therefore, a customer may elect to install and maintain their own inside wiring. However, the inside wiring must not interfere with the normal operations of the cable television system. The Company reserves the right to disconnect Service without notice if the customer's inside wiring interferes with other customer's signal reception and/or FCC rules governing signal leakage levels.

Company provided installation of inside wiring will be performed as part of a standard installation, complete with one standard outlet. Company provided maintenance to a customer's inside wiring after installation will be performed at a specified time and material rate as listed in our Cable TV Service Rates & Price List.

The Company is not responsible for repair or maintenance to customer owned television or television related Equipment (such as VCR/DVD's, home antennas, or other cable-compatible Equipment) even if it is attached to the cable or Company Equipment.

**LIABILITY**

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing a Service and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate rate to the customer for the period of Service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.

The Company is not liable for any unavoidable damage to the customer's premises resulting from the attachment of its Equipment and associated wiring on such premises, or from the installation or removal thereof. In no event shall the Company's employees or agents have any liability for special, indirect, incidental or consequential damages resulting from the provision or failure to provide any Equipment or Services, or from any fault, failure, deficiency or defect in Service, labor, materials, work or Equipment furnished in the provision of Service.

**ENFORCEABILITY AND SURVIVAL**

If any portion of these Policies and Practices is determined to be illegal or unenforceable, then the remainder of such Policies and Practices shall be given full force and effect. The provisions of these Policies and Practices shall survive termination, amendment or expiration of this Agreement.

**CABLE TV SERVICE RATES & PRICE LIST**

Our Cable TV Service Rates & Price List changes from time to time. The current version of our Cable TV Service Rates & Price List is provided periodically. It is also available at our Business Office or on our web site at [www.ccmc.com](http://www.ccmc.com).

**COMPLAINT RESOLUTION**

The Company has established a process to resolve customer questions or complaints regarding billing, the quality of cable Service, and any other related cable Services. If the problem cannot be resolved through this process by contacting the Company, customers may contact the franchising authority. The local franchise authority is Clackamas County, 2051 Kaen Road, Oregon City, OR 97045.



**Clear Creek Telephone & Television**

**Address:** 18238 S Fishers Mill Road, Oregon City, OR 97045

**Telephones:** Business Office: (503) 631-2101

Repair: (503) 631-2345 • FAX: (503) 631-2098

**Email:** [info@clearcreek.coop](mailto:info@clearcreek.coop)

**Web:** [www.ccmc.com](http://www.ccmc.com)

February 1, 2007



**Clear Creek Telephone & Television**

**POLICIES AND PRACTICES RELATED TO CABLE SERVICE**

This notice is being provided to you, as a new or existing customer of Clear Creek Telephone & Television to inform you of the terms and conditions governing your cable Service. Other information relating to the products and Services which we offer, the prices, options and channel positions of programming Services we offer and instructions on how to use our cable Services are provided to you at installation and/or from time to time during the year under separate cover. Please read this document carefully.

The following Policies and Practices, as described below, are terms and conditions that apply to you when you accept our cable television and other cable Services. Rates, regulations, Service and Equipment may be changed or cancelled upon approval of the Board of Directors of the Company. The Company may also rearrange, delete, add to or otherwise change the Service provided on Basic cable or other levels of Service. Any change directly affecting customers will be preceded by a notice of the change with the effective date. This notice may be provided on the monthly bill, as a bill insert, or by other written communication. Such notice will be given at a minimum of thirty (30) days in advance of such changes if the change is within the control of the Company.

If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the effective Date of the change, we will consider this your acceptance of the change.

**DEFINITIONS**

As used in these Policies and Practices:

**"We," "Company," "us," or "our"** means Clear Creek Telephone & Television, its employees, authorized agents, and affiliated companies.

**"You," "your," or "Customer"** means the customer identified on our billing records and any other person using the Services provided to you or authorized by you to access or modify your account.

**"Home or Premises"** means the place you live, including a single-family home, apartment or other residence where your Service is installed. An individual customer premises is one where normal household facilities, such as a kitchen and bathroom, exist.

**"Service(s)"** means the cable TV programming and any other cable Service we provide to you. Voice Over Internet Protocol (VOIP) telephone Service, and cable modem Internet access.

**"Hourly Service charge"** means the hourly charge you pay us for certain Services.

**"Installed"** means either installed or activated.

**"Inside Wire" or "Inside Wiring"** means the cable that runs inside your home to a point 12 inches outside of your home, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

**"Equipment"** means one or more of the following: cable modem, analog converter, digital converter/descrambler, high-definition converter/descrambler, digital video recorder converter/descrambler, cable card, remote control unit, security device, A/B switch, coaxial cable ("cable") which is not inside wiring, trap, or any other device installed in or around your home, whether or not provided by us, necessary or convenient for you to receive cable TV programming or other Services from us. Inside wiring is not Equipment.

**BILLING/PAYMENT**

Service is provided on a month-to-month basis. Charges begin the day Service is installed. Monthly recurring rates are billed in advance. Pay-per-view movies and events and video on demand (VOD) are billed in arrears. Bills are prepared and sent to be received by subscribers the first of each month.

The bills you receive will show the total amount due and the payment due date. You agree to pay us monthly, in full, by the payment due date for that Service and for any other charges due us, including any late fee(s) and related fees, charges and assessments due to late payments or nonpayments, and any returned check fees, plus other separate and additional charges as described in our Cable TV Service Rates & Price List.

Changes for your Service may be billed to you together with other Services that you receive from us. Payment of any such bill for multiple Services is due in full on the indicated payment due date. Any failure to pay such bill in its entirety after the due date may result in late fees and/or disconnection of Service with respect to any or all of the Services billed. Any partial payment of a bill will be allocated by us among and between such Services and amounts charged at our discretion, subject only to applicable law. You agree to pay all taxes, franchise fees, and other charges, if any, which are now or in the future, may be assessed because you receive our Service.

If there are any billing errors or other requests for credit, you must bring those to our attention within six (6) months of the time you receive the bill for which you are seeking correction, unless applicable law provides for a longer period which cannot be waived or otherwise modified.

If you have any questions about your bill or if you feel an error has been made, please call our business office immediately at (503) 631-2101.

**Minimum Contract Period.** The minimum contract period is one month from the date Service is established. The minimum charge is the established rate for Services ordered for one month.

**Deposits.** Before an application for Service is accepted, the Company requires establishment of credit. A deposit is waived when a customer or applicant has shown acceptable payment history of current or previous accounts with the Company. The minimum deposit is \$50 and may increase based on the Services requested by the customer.

Applicants or customers may be required to make an additional deposit when an applicant has a deposit on their current account with the Company; an applicant's Clear Creek telephone Service has been disconnected for non payment within the last twelve months; a customer owes a bill for cable Service that is 30 days or more overdue and has not made payment arrangements with the Company, or an applicant was previously exempted from paying a deposit based upon false credit information. Deposits may be paid through arrangements, which are reasonable for the circumstances, as determined by the Company. The Company may continue holding a deposit until such time as credit is satisfactorily established or reestablished. After satisfactory credit has been established or reestablished, the deposit plus any accrued interest shall be promptly credited to the customer's account.

**Interest On Deposits.** Simple interest, at a rate prescribed by the Board of Directors, will be paid on deposits on an annual basis by crediting the customer's account. Interest will be prorated when a deposit is held for less than a full year.

**Deposit Refund.** A deposit will be returned after one year of timely payments with no late notices or disconnection for non-payment. When Service is discontinued, deposits will be refunded after first being applied to any unpaid balance on the customer's account and after any Company Equipment is returned.

**Returned Check Charge.** Each time a check is not honored by a bank or other financial institution, a charge will be applied to your account.

**Late Payment Charge.** A late payment charge of 1 1/2% will be applied if any unpaid amount is carried forward to the next month's statement.

**Disconnection of Service for Non Payment.** Subject to applicable law, if you fail to pay your bill when it is due, your Service may be disconnected. You will be provided with a written disconnection notice five (5) days prior to the scheduled disconnection date. The notice will state the reason for the impending disconnection, the earliest date for disconnection, and the amount due to avoid disconnection. The notice will be mailed by first class mail to the last known address of the customer. The notice requirements are waived when fraudulent use of Service is detected; or when devices or Equipment have been attached to inside wiring impairing the integrity of the local cable system.

## EQUIPMENT

Except for the Inside Wiring which we consider your property regardless of who installed it, and specific products we make available for sale to customers, the Equipment installed by us or provided to you by us belongs to us. We may, at our option, supply new or reconditioned Equipment to you.

If you cease to be our customer, you are responsible for returning our Equipment to us. If you move, do not leave our Equipment in your vacant home or with anyone else. Our Equipment must be returned to us in working order, normal wear and tear excepted, or you will be charged the amount set forth in the current Cable TV Service Rates & Price List, or if no amount has been specified for the particular model of Equipment involved, our replacement costs for such unreturned Equipment.

You are responsible for preventing the loss of or damage to our Equipment within your home. We suggest that our Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for repair, replacement and other costs, damages, fees and charges if you do not return our Equipment to us in an undamaged condition.

None of the Equipment supplied by us nor any of our cable placed outside your home or property in connection with the installation of the Equipment and Service shall be deemed fixtures, or in any way part of your real property. The Equipment supplied by us may be removed by us, at our option, at any time during or following termination of your Service, and you agree to allow us access to your home or property for such purposes.

**Converter/Descramblers.** A converter can read a wide range of frequencies and convert them to a signal your TV can accept. In addition to converting signals, the converter also can descramble signals. Most optional Services, like HBO and pay per view and video on demand (VOD), are scrambled so that only those subscribers who elect to view these Services may receive them.

Converter/descramblers are offered for monthly lease only at rates listed in our Cable TV Service Rates & Price List. Converter/descramblers may not be purchased. Converter/descramblers and remote controls are the property of Clear Creek Telephone & TeleVision. They must be returned when Service is discontinued for any reason, or if it were necessary to return or exchange converters. We will replace or repair your converter/descrambler or remote at no charge in the event of failure due to normal use.

**CableCard.** A CableCARD is a device that consumers can plug into their digital-cable-ready television set and permits for the descrambling of digital programming. The card works in place of a traditional converter/descrambler. These devices do not support two-way interactivity and customer's using them will not have access to the digital interactive program guide and they will not be able to buy digital pay-per-view and video on demand (VOD) or block certain channels (parental control). CableCards are provided as an option for customers who do not want a converter/descrambler.

CableCards are offered for monthly lease only at rates listed in our Cable TV Service Rates & Price List. CableCards may not be purchased. They remain the property of Clear Creek Telephone & TeleVision and must be returned when the customer discontinues Service. CableCards not returned to Clear Creek Telephone & TeleVision are subject to a non-returned Equipment charge as listed in our Cable TV Service Rates & Price List.

CableCards must be installed by a Clear Creek Telephone & TeleVision installer. An installation charge as established in our Cable TV Service Rates & Price List applies. Customers with more than one digital cable ready television must obtain a CableCard for each TV set.

**Digital Video Recorder (DVR) Service.** DVR Service provides customers the ability to see, record, and pause televised programs. A DVR converter/descrambler is required to receive DVR Service. There is a monthly charge for the rental of the DVR converter/descrambler and there is also a monthly charge for the DVR Service. The rates are detailed in our Cable TV Service Rates & Price List. The Company does not guarantee the access to or recording of any particular program. Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. The Company will have no liability to the customer or anyone else who uses the DVR Service with regard to any Third Party Content. The Company may, at its discretion, from time to time change, add or remove features of the DVR Service.

**Customer Provided Equipment.** The customer may not attach any unauthorized device to the cable or Equipment or make any unauthorized connection or modification to the Equipment or any other part of the cable television

system. Such unauthorized connection or modification is grounds for immediate Service disconnection.

## FURNISHING OF SERVICE

**Customer Premises.** One Service may be provided to each individual customer premises. More than one customer premises may be located in the same building structure, each requiring separate Services and charges. More than one customer premises may be located on the same property, each requiring separate Services and charges.

**Access to the Customer's Premises.** By ordering cable Service, the customer authorizes Company employees or agents to enter the customer premises by appointment to install, inspect, maintain, replace, remove or otherwise deal with Company Equipment and Service. The Company requires that a responsible adult over 18 years of age be at the premises. This authorization includes allowing entrance to the customer's property outside the customer's premises at reasonable times even when the customer is not at home.

If the customer is not the owner of the premises, the customer agrees to indemnify and hold the Company harmless from any and all claims of such owner arising out of the provisioning of cable television Service ordered by the customer. We provide Service to you for your private viewing, use and enjoyment. You agree that the programming provided over the cable system will not be viewed in areas open to the public. The programming may not be rebroadcast, transmitted or performed, nor may any admission be charged for its viewing without first obtaining written consent, in advance, from the Company and programming suppliers. This consent may be withheld at the sole discretion of either party. This restriction shall not apply to home video recording (VCR/DVDs) for family use, and when the videotaping is used only for private viewing.

We may not have the right to distribute pay-per-view and video on demand (VOD), and premium programming to commercial establishments. You may not order or request pay-per-view and video on demand (VOD), and premium programming for receipt, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view and video on demand (VOD), and premium programming in a commercial establishment unless explicitly authorized to do so in advance, by us and our program provider(s). You may not move your converter/descrambler to another location or use it at any time at an address other than where your Service was installed by us without our prior written authorization. If you fail to abide by this restriction, you will be held liable for any claims made against you or Company on account of any unauthorized commercial exhibition.

You agree not to attach any unauthorized device to our Equipment. If you make any unauthorized connection or modification to the Equipment or any other part of the cable TV system, you will be in breach of these Policies and Practices, and we may terminate your Service and recover such damages as may arise as a result of your breach.

**Abuse or Fraudulent Use of Service.** Cable television Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Service of any customer may be discontinued if use of the Service is such that it constitutes fraud or abuse or may tend to injuriously affect the customers or the efficiency of the Company's plant, property, personnel or Service, after the customer has been advised of that fact. Service may be disconnected without notice when fraudulent use of Service is detected.

We can recover damages from you as provided by applicable law for tampering with any of our Equipment or any other part of our cable system or for receiving unauthorized Service.

**Theft of Cable Service.** Unauthorized reception of cable television signals is a crime. It is punishable by fines and/or imprisonment. The Cable Communications Policy Act of 1984 "prohibits the unauthorized reception of communication Service over a cable system." It is a violation of law to alter the cable system or converter/descrambler to receive Services which are not authorized. The Company conducts routine audits of the system to help ensure compliance with the law and to protect the Company from cable theft. We reserve the right to inspect our converter/descramblers for signs of tampering. Where violations are found, the Company reserves the right to prosecute to the fullest extent of the law, including both civil and criminal action.