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## Digital TV Terms and Conditions of Service

The Terms and Conditions below constitute an Agreement between GTA TeleGuam and its affiliates (herein referred to as "GTA") and the subscriber of Digital TV (herein referred to as "Services") Services. The terms and conditions apply to your use of the video and audio programming services and associated telecommunications services that GTA provides the Services, and any equipment provided to you for use with the service. The Terms and Conditions, together with GTA rules and policies applying to the use of the Services, form the agreement between GTA and you for the Services.

You agree to the Terms and Conditions of this Agreement by using the Services. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICES. For the purposes of this Agreement, "you" refers to the person whose name appears on the bill.

### **Services:**

Digital TV Service(s) provided under this agreement is for residential use only and contingent upon you having telephone service with GTA. The Services may also include video-on-demand, interactive programming and other enhanced video services. Failure to maintain telephone service constitutes a breach of this agreement.

The Digital TV Services provided to you is for private home viewing only. You may not redistribute or publicly display any portion of the Services, or use the Services for any commercial purpose. Displaying these Services commercially is an unauthorized use that is prohibited by this agreement and by law. GTA may recover from you any damages provided by television laws for tampering with any of our equipment, our television system or for receiving or distributing unauthorized service(s). Please note GTA has a zero tolerance policy for any infraction of the above items.

You are responsible for the use of the Services by any person, including all video on demand and other enhanced video services ordered from any set top box providing access to Services, regardless of who ordered such programming. You are responsible for setting and securing a password on your set top box to prevent unauthorized use of Services.

GTA reserves the right to change any term or condition of service; add, change or remove any video and audio channel included in any program tier or package; or increase any future price for service upon 30 days notice. GTA will notify you of change by posting notice on the [www.gta.net](http://www.gta.net) website, or by sending you notice on your monthly bill.

### **Access & Installation:**

In order to provide you with the Services, you agree to give GTA and/or our agents permission to enter your premises for the purpose of installing, removing, connecting, disconnecting, maintaining, troubleshooting, replacing, servicing, and auditing the equipment and service. Your permission includes the premises outside your home at times when you may not be there. Our employees and designees will show their company identification upon request and in most cases have GTA signage on their vehicles.

GTA will not be liable for any holes in walls, ceiling, floors, or any other locations that are necessary to run wire for digital television service. GTA and/or our agents are not permitted to move furniture or appliances.



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You understand and agree that GTA and/or our agents may remove any external DSL modem that you already have for the purposes of routing your existing DSL Internet service through the Residential Gateway(s).

You authorize us or our agents to make connections and perform other tasks that are necessary or requested to enable us to provide DIGITAL TV to you or others, including installing, connecting and making necessary attachments to your Inside Wiring.

If you are not the owner of your home, we will require you to obtain permission from the landlord/owner for us to enter the premises and install DIGITAL TV and all associated wiring.

**Billing and Payments:**

You agree to pay for all charges relating to 1) subscription of services, 2) installation, change and disconnection of service, 3) all applicable local and federal taxes and surcharges, and 4) any additional charges in accordance with this Agreement.

Regular recurring charges are billed in advance and charges incurred on a per-use basis are billed in arrears. A partial month or prorated charge may be generated on your initial bill and whenever you make a change to your service.

All Service(s) are due and payable on the billing due date. Failure to make a full payment for the total amount due, on or before the due date will result in a late charge. To avoid a temporary suspension of service, payments for any amounts in arrears must be received by the 15<sup>th</sup> day of the following billing cycle. If payment is not received your account will be subject to suspension without further notice. In the event your service has been suspended you will be required to pay all charges including outstanding balances, reconnection fees, late fees and any outstanding balances for old accounts before service is reconnected. A termination order will be issued forty (40) days after service has been suspended. To re-re-establish service, you will be required to pay all outstanding charges and any fees associated with new service activation before service is restored.

A \$25.00 fee will be charged for all rejected checks, credit or debit card transactions. This fee may be adjusted at our discretion to reflect prevailing charges imposed by financial institutions.

You must bring dispute of any charges to GTA's attention within 60 days from the bill date. Your service will not be terminated as long as GTA receives the undisputed amount due.

You may terminate your Services at any time by notifying GTA at least 30 days in advance. If you terminate service or service is terminated by GTA for any reason and you are a participant of a DTV promotional offer for any Service(s) that covers a specified period of time via a term agreement or contract, early termination fees may apply. If you have a credit balance on your final bill, GTA will issue you a refund. GTA will not issue you a refund if your credit balance is less than \$1.00 unless a written request from you is received by GTA. If written request is not received within a year, your account will be set to zero.

**Credit Approval and Deposit Requirements:**

In order to establish an account with us, you authorize GTA to inquire into your credit worthiness by checking with credit reporting agencies. If you are delinquent in any payment to GTA, you authorize GTA to report any late payments or nonpayment to credit reporting agencies. GTA may require a security deposit from you 1) before Services are provided, if you do not have a

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satisfactory credit history with GTA or do not provide other proof of credit worthiness, or 2) at any time during this Agreement, if you have an unsatisfactory credit rating with GTA as a result of your payment practices, or 3) if you clearly present an abnormal risk of loss. GTA may apply any portion of the security deposit against unpaid charges on your account at any time and, upon termination of service or where the conditions justifying the security deposit no longer apply, will refund any outstanding security deposit retaining only the amount you owe on your account.

**Equipment:**

GTA will supply, install, maintain and repair all facilities and equipment necessary to provide the Services up to the point of connection with the facilities you own. All GTA equipment will remain the property of GTA and must be returned to GTA upon termination of this Agreement for any reason.

GTA is not responsible for the maintenance or repair of facilities or equipment you own, and does not guarantee that the Services will operate with all television sets, remote controls, home theatre components or other audio/visual equipment.

If any equipment you lease from GTA including but not limited to the set top box, modem or remote control are stolen, lost, or become damaged (except for normal wear-and-tear), then you will be responsible for the full cost of replacement.

If you cancel service or service is terminated by GTA, then you agree to return all GTA provided equipment to our office within fourteen (14) business days. The equipment shall be returned in the same condition that you received it, except for normal wear and tear. If after fourteen (14) days from cancellation or termination of service, the equipment has not been returned to GTA, you will be charged for the full cost of equipment.

**Limitation of Liability and Warranty**

GTA shall not be liable to you or any other party for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever arising directly or indirectly from your use of the Services, regardless of the cause of action, including negligence, and even if GTA have been advised of, or could reasonably have foreseen, the possibility of such damages or losses. GTA's sole and exclusive liability to you and your sole and exclusive remedy for any breach by GTA or any interruption or failure of services shall be a credit of such charges for services as would have accrued but for such interruption or failure based on a prorate basis. GTA provides Digital TV Services "AS IS" without any representations or warranties of any kind whether expressed or implied. GTA neither represents nor warrants that Digital TV Services will be uninterrupted or error free.

Without limiting the generality of the foregoing, GTA is not liable for (i) the consequences of natural catastrophes such as typhoons, earthquakes, flooding, severe wind, landslides, lightning strikes or tidal waves, (ii) the actions of third parties which GTA cannot reasonably foresee or control, such as war, terrorism, civil insurrection, government decree, failure of the public power grid, labor disturbance by GTA's own employees or by the employees of another enterprise, or the unlawful acts of suppliers, (iii) any act or omission of a telecommunications carrier whose network facilities are used in establishing connections to points which GTA does not directly serve, (iv) defamation or copyright infringement arising from material transmitted or received over GTA's network facilities, or (v) infringement of patents arising from combining or using your facilities or equipment with GTA's network facilities.