

Lindsey Communications, Inc. Customer Agreement

By using the Service, Customer agrees to abide by, and require others using the Service via customer account to abide by, the terms of this agreement. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE TERMS, EITHER a) DO NOT REQUEST ACTIVATION OF SERVICE OR b) IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY LCI CUSTOMER SERVICE DEPARTMENT SO ANY ACTIVE ACCOUNT MAY BE CLOSED.

Registration Requirements

Customer must be at least 19 years old to register for our service. Accurate and complete billing information including legal name, address, telephone number, and social security number must be provided to LCI at time of activation. Any changes to this information must be reported to LCI within 30 days of the change. Customer is responsible for all charges on account until terminated (See Termination of Agreement).

Activation / Equipment Policy

LCI reserves the right to change programming, prices, and institute new fees at any time. Programming and pricing are subject to change without notice.

LCI reserves the right to convert all checks into an ACH debit. A \$25.00 service charge will be assessed to account for each returned or stopped payment.

A \$5.00 upgrade/downgrade fee applies to any change of cable programming after initial activation. All digital and HD service related rates are set by EchoStar.

If account is delinquent, service may be suspended or disconnected at our sole discretion. Rental charges continue to accrue until service is reactivated or rental equipment is returned (See below paragraph). Upon receipt of payment in full for service and all applicable fees, service will be reinstated.

Upon disconnection of service, the receiver box and equipment must be returned to the leasing office within 7 days. Any deposit paid will be refunded, less any balance due, via check by mail. Failure to return the receiver box voids refund of deposit. Failure to return all equipment (in working order) will result in a one time charge of \$400.00 per receiver to customer's account. **BEWARE: Equipment will not work outside of property walls.**

Receivers are to be used in apartment unit expressed on this form.

Customer is responsible for all taxes, duties, levies, attorney fees and collection fees arising from efforts to collect any unpaid balance.

For service related issues or for upgrades/downgrades, please contact LCI at 888-248-8886. If service issue is found to be customer error or equipment, a \$50.00 service fee will be charged.

If customer has questions about any charge, our Customer Service Department must be contacted at 888-248-8886 within 30 days of the date on the statement containing the charge in question. Adjustments will not be made for statement charges more than 30 days old.

Name Change: A name change can only be performed on an account between two current roommates. By signing a name change form, the new customer assumes all responsibility for account, including past due balances.

Deposits (If Applicable)

A deposit is required for each receiver rented on account. If customer chooses, he/she may leave a valid credit card (VISA or MasterCard ONLY) in lieu of a cash deposit. If parent, roommate or someone 18 years of older uses their credit card, the card holder must fill out and sign the bottom of this form for deposit to be valid.

Termination of Agreement

Termination of a LCI account and this Agreement can be made by the following methods:

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|------------------------|--|--------------------|
| 1) Phone: 888-248-8886 | 3) Mail: P.O Box 13000, Fayetteville, AR 72703 | 5) Disconnect form |
| 2) FAX: 479-527-8844 | 4) Email: cable@lindseycom.com | |

LCI may terminate this Agreement if customer, or any person who has access to the service through customer account, breach this Agreement, or failure to pay any charges when due.

Customer Signature (Account Holder)

Date

Attach Payment Here

Fax to LCI 479-527-8844