

GENERAL TERMS AND CONDITIONS APPLICABLE TO
AMERIVISION COMMUNICATIONS, INC. d/b/a AFFINITY 4's
RETAIL TELECOMMUNICATION SERVICES IN MISSISSIPPI

Please read this important message carefully. Effective May 12, 2011 subject to the approval of the Mississippi Public Utilities Commission (MSPUC), the prices, service descriptions, terms and conditions for most retail services provided by Amerivision Communications, Inc. d/b/a Affinity 4 ("Affinity 4") will no longer be on file with the MSPUC. Instead, the prices, service descriptions and terms and conditions applicable to these services will be set forth in a Service Agreement. **Some services are not affected, such as basic residential service, 911 services and your choice of a long distance provider.** Your use of Affinity4 Services (as defined below) will constitute your agreement to be bound by the charges, terms and conditions set forth in the Service Agreement (as defined below), including the general terms and conditions set forth below. For customers already subscribing to Affinity4 Services, you will no longer be governed by tariffs on file with any regulatory commission, but instead will be governed by the Service Agreement. If you do not accept the provisions of the Service Agreement, your option is to cancel your services subject to this agreement by calling **toll free 1-800-800-7550** for residential and business customers, or writing to Amerivision Communications, Inc. d/b/a Affinity 4 at 999 Waterside Drive, Suite 1910, Norfolk, Virginia 23510. You will be responsible for all usage charges, non-recurring charges, early termination charges under other agreements for Affinity4 products such as Affinity4 4.9¢ Advantage Charge; Affinity4 2.9¢ Advantage Charge; Affinity4 9.9¢ Advantage Charge; Affinity4 3.9¢ Business Advantage Charge; Affinity4 2.9¢ Business Advantage Charge; Affinity4 3.9¢ Advantage Charge; Affinity4 Outbound Long Distance and the pro rata portion of monthly recurring charges incurred prior to the effective date of the cancellation. There will be no changes to your monthly services unless, by May 12, 2011, you notify Affinity4 to make changes to or cancel any of the detariffed services offered by the Company.

This document does not include the complete Service Agreement, which contains additional terms, including the description, charges, and other terms and conditions applicable to each of the services in the Service Agreement. The following general terms and conditions apply to all services in the Service Agreement. If you are looking for the terms and conditions applicable to specific services, please refer to the Service Agreement on Affinity4's **Website at <http://www.affinity4.com>**.

1. Application

- a. The Service Agreement sets forth the terms and conditions under which Customers ("Customer", "you" or "your") agree to use the Services (as defined below) and under which Affinity4, "Company" or "we") agrees to provide the Services to Customers, unless otherwise noted.
- b. The Service Agreement is set forth on Affinity4's website (the "Website") at **<http://www.affinity4.com>** and you may request a printed copy of the terms and conditions applicable to the ordered Service by telephoning or writing Affinity4 at the above telephone numbers or address. Translation services are available **Toll free number 1-800-800-7550**.

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- c. The Service Agreement becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered Service. You are deemed to have accepted the terms of the Service Agreement applicable to your Service upon your use of the Service following notification to you of the availability of the Service Agreement either at the Affinty4 Website or by telephone, by email, by mail or other communication.
- d. Unless expressly stated otherwise, the Service Agreement applies to Customers who have entered into a separate agreement for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate agreement and the terms in the Service Agreement, the terms in the separate agreement shall control with respect to Services subject to that agreement. If you have an agreement, the terms and conditions of the agreement prevail over the Service Agreement.

2. General Terms and Conditions

- a. **Services.** "Service" or "Services" means all retail telecommunications products or services offered by Affinty4 in Mississippi.
- b. **Prices.** You are responsible for all charges associated with the Services and rate plan selected, including all taxes, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the Services. Such taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at Affinty4 current rates and such charges are also subject to change without notice to Customer, except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.
- c. **Credit Check.** Customer authorizes Affinty4 to conduct a credit search when ordering new or additional services, which Affinty4 will use to determine the credit worthiness of the Customer.
- d. **Service Use.** Affinty4 shall not be liable for any damages, including charges for Services that Customer may incur as a result of the use of the Services by Customer's family, guests, employees, third parties or the public. Customer shall remain responsible for such charges. Affinty4 reserves the right to discontinue or deny Service because of misuse or fraudulent use of the Services.

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- e. Indemnification. Customer agrees to indemnify and hold our employees, affiliates and agents harmless from losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever arising from any use of the Services by you or any person you permit to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any combination of the Services with other products or services not provided by Affinty4, any modification of the Services or any infringement of intellectual property.
- f. Warranty Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE SERVICE AGREEMENT OR OTHER WRITTEN AGREEMENT AFFINTY4, AFFINTY4 DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AFFINTY4 DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE.
- g. Limitation of Liability
 - (1) Except for damages resulting from the unauthorized or illegal use of the services by you or your family, guests or employees, neither party (nor its suppliers or affiliates) shall be liable to the other party for punitive, special, consequential, incidental or indirect damages including without limitation, loss of business profits, or other commercial or economic loss arising out of the use or inability to use the services, even if the party has been advised of the possibility of such damages.
 - (2) Affinty4's liability to you for any other damages due to failures or disruptions in the services arising from our negligence or breach of our obligations under the Service Agreement shall be limited to the charges for the services affected by the failure for the period of such failure. This liability shall be in addition to any amounts that may otherwise be due you under the terms of the Service Agreement as an allowance for interruptions.
 - (3) In the event the disclaimer of certain warranties, the limitation of liability or the exclusion of certain damages or any portions thereof, are unenforceable for any reason, our liability shall be limited to the maximum extent permitted by law.

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- h. Termination of Services. Affinty4 may discontinue or limit use of the Services by a Customer without liability and without notice, for the following reasons: a) The Services are being used in violation of any applicable law or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects Affinty4's equipment or its service to others; d) Such action is necessary to meet the exigencies of an emergency. Affinty4 may discontinue the Services without liability and with notice as required by law if a) Customer fails to pay undisputed charges for Services provided; b) Customer fails to perform any other material obligation or violates any material term or condition of this Service Agreement, and such failure or violation is not cured within thirty (30) calendar days following notice by Affinty4; or c) Affinty4 has other good cause to terminate service. Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.
- i. Performance Excused. Affinty4's performance shall be excused if said performance is delayed or prevented due to events known as force majeure, acts of any third party, or any cause(s) beyond our reasonable control, including, but not limited to, fire, vandalism, floods, storms, natural disasters, cut cable, terrorism, power failures or labor difficulties.
- j. Customer Responsibilities. You agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. You shall ensure that the facilities or equipment provided by you are properly interconnected with the Services, facilities and equipment provided by Affinty4. Affinty4 shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to Affinty4, our customers, and/or our providers. You are solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and Affinty4 shall have no liability therefore.
- k. Miscellaneous.

 - (1) The Service Agreement, including these general terms and conditions, constitutes the entire agreement of the parties with respect to the Services and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the Services. Affinty4 may revise the terms and conditions of this Service Agreement. We may decrease prices without prior notice. Increases to the prices or material changes to the Service Agreement shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, by Email. If you do not agree to the revision(s), you must terminate your Service(s) immediately by contacting Affinty4 at the above telephone numbers or address, subject to the termination provisions of the Service Agreement. By continuing to use the Services subject to this agreement after revisions are in effect, you are accepting and agreeing to all revisions. If you have an agreement, the terms and conditions of the agreement prevail over the Service Agreement.

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- (2) Either party's failure to enforce any of the provisions of the Service Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Service Agreement. Any waiver must be written and signed by the Parties. The invalidity or unenforceability of any part of the Service Agreement will not affect the other parts thereof, and the remaining terms and conditions of the Service Agreement shall continue to apply as necessary to reflect the original intention of the parties.
- (3) Customer shall not transfer, assign or resell the Services without the prior written consent of Affinty4. Affinty4 may freely assign or transfer all or part of our rights under the Service Agreement without notice.
- (4) This Service Agreement shall not provide any third party with a remedy, claim or right of reimbursement.
- (5) Services are offered in locations where made available by Affinty4 in its sole discretion.
- (6) No waiver of any breach of this Service Agreement will be deemed a waiver of any future breach.
- (7) Nothing in this agreement shall prevent a customer from filing a complaint with the MSPUC. If you wish to file a complaint you may do so by contacting the MSPUC online at www.psc.state.ms.us or by calling 1-800-356-6429 (Southern District), 1-800-356-6430 (Central District), 1800-637-7722 (Northern District) or in writing to MS Public Service Commission, P.O. Box 1174, Jackson, MS 39215-1174.