



All West IP Video Agreement

<u>Please Print:</u> New Customer		<u>Please Print:</u> Existing Customer	
Applicant Name or Company		Account# or Phone#	
Email Address		Applicant Name or Company	
Daytime Phone		All West Use Only	
Evening Phone		Promo Name (if applicable)	
Birthdate (mm/dd/yyyy)		Install Fee:	\$250 (Free with 2 year contract)
Driver's License Number/State		Choice Packages:	<input type="checkbox"/> Local <input type="checkbox"/> Basic <input type="checkbox"/> Expanded
Employer Name		Premium Packages:	<input type="checkbox"/> Encore/Starz
Phone Number			<input type="checkbox"/> HBO
Co-Applicant:			<input type="checkbox"/> Cinemax
Applicant Name or Company			<input type="checkbox"/> Showtime
Email Address		HD Choice:	_____ Install Fee
Daytime Phone			_____ Box Fee
Evening Phone		I have read, fully, understand, and agree to abide by the terms and conditions which are included in this agreement, my calling plans brochure, welcome packet and all other applicable terms and conditions set forth in the All West Communications customer information materials.	
Birthdate (mm/dd/yyyy)		Print Name:	
Driver's License Number/State		Sign:	Date:
Employer Name			
Phone Number			
Installation Address:			
Street 1			
Street 2			
City, State Zip Code			
Billing Address: (if different)			
Street			
City, State Zip Code			

Terms & Conditions

Your agreement with All West Communications (hereafter known as AWC) is for video service and any additional features or services you order. The price established for service is set forth in the current AWC service plan you have selected. The agreement has a two (2) year minimum term. Cancellation of service before the end of a minimum term is subject to a termination fee equal to a pro rata share of the installation fee based on the number of months in service. You have authorized AWC to investigate your credit history and report your performance to credit reporting agencies. To obtain service, you must satisfy AWC credit criteria or make a security deposit that is acceptable to AWC. Your use of service indicates that you have received a copy of AWC's pricing and terms and conditions and have agreed to be bound by them. You agree to pay all charges if a company named as the billing responsible party denies responsibility.

Pricing For Services

AWC will provide service for the price agreed upon for the initial contract term. At the end of the initial term, AWC may change the price for access by giving you notice 30 days before the effective date of the change. AWC reserves the right to change pricing for services, features or optional packages at any time upon thirty (30) days notice.

Use of Service

All charges and other amounts due under this agreement, whether authorized or not, will be your responsibility. If more than one party is named in this agreement as a billing responsible party, liability shall be joint and several. AWC reserves the right to correct the price for service if you have received pricing for which you do not qualify. You agree not to resell programming provided to you to any other individual or entity.

Worry-Free Guarantee

You have the option to change to another package plan of equal or higher value at any time without penalty. Contract extension/renewal may apply. You may become eligible to take advantage of equipment upgrades at promotional pricing; however, promotional offers may require an extension of your customer agreement.

We provide a 48-hour of usage satisfaction guarantee on any product you buy from AWC. You pay only for the service you've used. You will be responsible for all applicable fees, pro-rated access charges, taxes or other charges that accrued to your account through the termination date and equipment return date. You must return the gateway(s) intact with all components (cables, remotes, batteries, instructions, etc). All components must be in like-new condition. At our discretion, we may decline your return or charge you a fee for missing items or items that we determine are damaged or require service. All cash, check, or credit card transactions will be refunded by check. Checks take a minimum of 4-6 weeks for processing.

Disclaimer of Warranties/Limitation of Liability

Gateway(s) or components will not be replaced when damage occurs due to abuse or neglect. In addition, AWC cannot be held liable for interruptions in service due to equipment failure, equipment or facility shortages, labor strikes, acts of God or other causes beyond AWC's reasonable control. AWC will not be liable for any other costs, delays, special incidental injuries or consequential damages, physical harm or any other damage that may be alleged to result from the use of the equipment or service. To the maximum extent permitted by law, you and AWC agree to limit claims for damages or other monetary relief against each other to direct damage, regardless of theory of law under which the claim is raised. This means that neither you nor AWC will claim or seek to recover any indirect, special, consequential, treble or punitive damages from the other.

Your Service Plan

Your service plan determines your rates and charges, such as your monthly access fee, the number of channels included in your monthly access. Your service plan is a part of this agreement.

Government Taxes and Other Charges

You agree to pay all applicable federal, state and local government taxes, fees and surcharges. You also agree to pay charges that result directly or indirectly from government regulations or mandates. AWC agrees to give you reasonable prior written notice if any such costs and/or charges are implemented after your service activation date.

Misuse or Fraudulent Use of Service

Service may be immediately discontinued in the event of any misuse of service or any use which AWC determines negatively affects its wireless systems or subscriber's use of service. You will be responsible to AWC for any expenses incurred as a result of misuse or fraudulent use of service. It is illegal for unauthorized people to intercept your service.

Billing

Your bill is our notice to you of your fees and charges and other important information. You should read everything you receive with your bill. Customer agrees to pay for all services including PPV or VOD used by customer. You agree to pay for service on or before the date the amount is due. You have the right to dispute charges on your bill, but you must notify us of the dispute within 90 days after the billing date. You still have to pay all charges on service until the dispute is resolved. You agree to promptly notify AWC of any change in your billing address.

Late Payment/No Payment

Late payments will be charged interest on the amount due from the due date until the date paid. AWC reserves the right to suspend and/or disconnect service on accounts more than 10 days past due. If a suspended account is reactivated, a security deposit and reactivation fees may apply. When reactivating service, a credit application may be required. Should the account become delinquent and subject to collection action, you shall pay reasonable attorney's fees, court costs, and a collection expense up to 40% of the principal owing. All accounts bear interest of 1.5% per month or 18% per annum.

Bankruptcy

If a petition for bankruptcy relief is filed by or against you, you agree to pay all post petition charges. If at any time prior to assumption of this agreement by you, you default in making payment when due for post petition charges, AWC can immediately terminate this agreement or require a security deposit. If bankruptcy is filed and your account is not paid in full, account reactivation may require a new credit application and a security deposit.

Security Deposits

You may have been asked to leave a security deposit at the time you activated your video service. If you end your service with us and don't owe us any money, we'll refund your security deposit. In order to apply or refund your security deposit, we require that your account has been in current status for one full year. It may take several billing cycles to provide a refund. Amounts of less than five dollars will be refunded only upon request. Security deposits paid by credit card will be given to customer as a final refund by check, which may take up to 4-6 weeks to process.

Service Plan Term

If at any time within the period of two (2) years from the date of this agreement you disconnect or fail to make monthly payment and are disconnected, in addition to monies owing for services, you agree to pay to AWC a disconnect fee equal to a pro rata share of the installation fee based on the number of months in service.

The Location of Your Gateway

An AWC Service Technician will consult you on locations that we can install your gateway(s). Additional installation fees may be applicable. If it is not possible for us to provide service, you will be released from this agreement. AWC reserves the right to deny installation of our services for any reason.

Equipment Usage

AWC owns all equipment installed unless customer has purchased such equipment (including gateway(s) and remote(s)). Upon discontinuance of service, you are responsible for the return of all such equipment owned by AWC in good condition. If it is determined by AWC that you have not returned equipment in satisfactory condition, equipment replacement fees may apply.

Miscellaneous

This agreement supersedes any proposal or prior agreement, oral or written. It may not be amended, altered or changed except by a written agreement signed by both parties. You acknowledge that no AWC supplier, employee or agent is authorized to make any representation or warranty with respect to this agreement, or to waive or alter any provision of this agreement. If AWC waives or fails to uphold any provision of this agreement, it shall not be construed as waiving any other provision.

You understand that your information may be used for marketing purposes within AWC, All West Wireless and subsidiary companies only. We may also monitor or record our calls with you for training or quality assurance purposes.

Some features require the use of compatible gateway(s) in order to function properly.

You represent that you are at least 18 years of age and have the legal capacity to accept this agreement. If you're ordering for a company, you're representing that you're authorized to bind it, and where the context required, "you" means the company. You certify that the information you have provided to AWC is correct to the best of your knowledge.

The name(s) on this agreement are the only authorized name(s) to make service plan changes or billing inquiries. (See "Authorized Signers" in below table.) AWC will use the address specified below for any notices which it may send to you until such time as you provide AWC with a different address, to use for such purpose, in writing. This contract is governed by Utah Law.

All West Communications
50 West 100 North
Kamas, UT 84036
435-783-4361
www.allwest.com



Account Authorization Form

Date: _____

Name on account: _____

Account Number: _____

I authorize the following people to make **any** changes on my All West account.

Signature

Date

Witness

Date