

CUSTOMER AGREEMENT

Effective as of Mar 14, 2011, until replaced

THIS DESCRIBES THE TERMS AND CONDITIONS of YOUR RECEIPT AND PAYMENT OF &TV Communications Inc. SERVICE AND IS SUBJECT TO ARBITRATION (SECTION 9) AND DISCLAIMER OF WARRANTIES (SECTION 8). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR SERVICE. IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING. IF YOU OBTAINED RECEIVING EQUIPMENT DURING OR AFTER MARCH 2006, THE EQUIPMENT LEASE ADDENDUM, AVAILABLE AT WWW.ENJOYANDTV.COM, GOVERNS YOUR RECEIPT, USE, AND RETURN OF EQUIPMENT.

CONTACTING &TV Communications Inc.:

You may contact us to www.enjoyandtv.com,

by sending us an email at customer@enjoyandtv.com

by writing to:

**&TV Communications Inc.
Customer Service
1055 W. 7th st #2270
Los Angeles, CA 90017**

You can also call us at 1-866-932-6388 and speak your request into our Customer Service, call hours are 9AM – 8PM (PST) Mon through Fri, 9AM – 6PM(PST) Saturday, Sunday and Holiday will be closed.

If your bill for &TV Communications Inc. Service comes from a party other than &TV Communications Inc., please use the contact information provided on your bill for any questions about your &TV Communications Inc. Service.

Thank you for choosing &TV Communications Inc. &TV Communications Inc. provides digital IPTV services (referred to collectively as "Service") to residents of the United States and Canada.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service

(a) **PPV** : Pay per view. You may order Pay Per View Services by using your on-screen guide and remote control, To use your remote control to order, your receiver must be continuously connected to a broadband Internet line.

(b) **PPM** : Pay per Month

(c) **PPS** : Pay per Series

(d) **Our Programming Changes.** Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we must reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). If you cancel your Service, a deactivation fee (described in Sections 2 & 5(b)) or other charges may apply. Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.

(e) **Set Top Box.** You have received a Set top box(referred to as the "STB") and a License Agreement governing your use of the STB while you are receiving our Service. STB is nontransferable and is the exclusive property of &TV Communications Inc. Tampering with or other unauthorized modification of the STB is strictly prohibited and may result in criminal or civil action. &TV Communications Inc. reserves the right to cancel or replace the STB Activations status. Upon request, the STB must be returned to &TV Communications Inc. If you do not return the STB to &TV Communications Inc. when you cancel your Service, you may be

charged a fee as described in Section 2. Requesting STB on behalf of other persons or for purposes other than lawful viewing of &TV Communications Inc. Service is prohibited.

(f) **Internet Connections.** For optimal performance of your Receiving Equipment, including ordering with your remote control or receiving certain Services, each of your STB must be directly connected to the Broadband Internet line. If you add Service on additional TVs, you may purchase a separate subscription for each additional TV, or, if all your STBs are continuously connected to the broadband Internet line, we can "mirror" programming to your additional TVs and charge you only the fee amount described in Section 2. You agree to provide true and accurate information about the location of your STBs. If we detect that any STB is not regularly connected to a land-based telephone line, we may investigate and, if it is determined that the STB is not at the location identified on your account, we may disconnect the STB or charge you the full programming subscription price for the STB.

(g) **Loss of Receiving Equipment.** You should notify us immediately if your receiver, remote control (referred to collectively as "Receiving Equipment") is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For leased Receiving Equipment, non-return fees as specified in the Equipment Lease Addendum will apply.

(h) **Transfer of Receiving Equipment.** We consider you to be responsible for, and the recipient of programming on, any Receiving Equipment you own. You are liable for charges incurred in the use of your Receiving Equipment by others until you notify us of a transfer. Leased Receiving Equipment may not be transferred.

(i) **Your Viewing Restrictions.** It is your responsibility to impose any viewing restrictions on other family members or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit www.enjoyandtv.com for information on parental controls, locks and limits and password protection on your account.

(j) **Change of Address.** You must notify us immediately of any change in your name, mailing address, residence address or telephone number.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) **Monthly subscription fee.** You will pay in retreat, at our rates in effect at the time for all Service ordered by you or anyone who uses your Receiving Equipment, with or without your permission, until the Service is canceled. The outstanding balance is due in full each month. To establish service, you were required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 5(e) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period.

(b) **Taxes.** You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed.

(c) **Administrative Fees.** To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them. The list below is not exclusive, and &TV Communications Inc. reserves the right to modify these fees or charge additional fees. **In each case, we will charge you the lesser of the fee listed or the maximum amount permitted under applicable law:**

(1) *Up to \$30 Account Activation Fee*, upon activation of your Service account.

(2) *Up to \$249.99 STB Replacement Fee*, if you lose or fail to return your STB (a partial credit may be posted to your account if the STB is later returned). If you request overnight delivery of a replacement Access Card, a shipping and handling fee applies.

(3) **Up to \$5.00 Late Fee: If we do not receive your payment by the due date on your bill, we may charge you an administrative late fee of (i) \$5.00; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full.** This late fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations as set forth by the law in your state.

(5) *Up to \$80.00 Installation service Fee*, if you want our technician to visit your residence and install, A fee will vary depend on region and conditions.

(6) *Deposits:* We may require that you provide a deposit prior to or after activation of your Service, which we may apply against any unpaid amount at any time. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.

(7) *Up to \$20.00 Returned Payment Fee,* if any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment on your account. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge or payment of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.

(8) *Up to \$49.99 Technician visit service for repair,* if you want to our technician to visit your residence and check the service and any repair related activity occurred, you may be charged for 49.99 per visit

(9) *\$2.99 per month/ STB Protection Plan,* you have to maintain 12 consecutive months, when the plan term ends, it would extend month to month base plan automatically without notice. If you have a STB protection plan, technician visit service fee will be waived during maintaining the STB protection plan. STB protection plan will cover in condition such as moving, due to replacement of the furniture or electronic device, the reason of Internet service provider, STB has to be normal wear condition, must not be damaged, stolen, and lost. If you fail to maintain STB protection plan 12 consecutive months, waived Technician visit service fee will be charged.

(10) *\$3.99 per month/wireless enable device rental fee,* if you want to connect your Set top box to any Internet gateway through wireless. &TV can rent wireless enable device such as Power Line Ethernet Adapter or Wireless Access point with monthly rental fee. The type, brand of Device and rental fee will be changed without notice. &TV does not guarantee the wireless condition or any performances. Rental fee must maintain not less than 12 consecutive months, otherwise restocking fee may apply on your account.

(d) **Billing Statements.** We will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe us and (3) the payment due date. If you elect to make automatic credit or debit card payments, you will not receive monthly statements unless you request that they be sent.

(e) **Questions About Your Statement.** If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

You must contact us within 60 days of receiving the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for &TV Communications Inc. Service comes from a party other than &TV Communications Inc., please use the contact information on your bill.

(f) **Consents Regarding Credit.** In order to establish an account with us, you authorize us to inquire into your creditworthiness (subject to Section 6), by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. Due to the subjective nature of creditworthiness, we reserve the right to require prepayment for any Service via cashier's check, money order or credit card, notwithstanding your credit rating, past history or practice.

(g) **Collection Costs.** To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

(a) **Representations.** You represent that you are at least 18 years of age and a resident of the United States or Canada.

(b) **Contact Information.** You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate, and complete.

4. CHANGES IN AGREEMENT TERMS

We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Customer Agreement containing its effective date. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then

we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) **Term.** The term of this Agreement is indefinite and Service will continue until canceled as provided herein. Unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service.

(b) **Your Cancellation.** You may cancel Service by notifying us. You may be charged a deactivation fee as described in Section 2 and issued a credit as described below. Your notice is effective on the day we receive it. You will still be responsible for payment of all outstanding balances accrued through that effective date. In addition to billable date will be end when leased any equipment is returned to &TV Communications Inc. any deactivation or change of service fees provided in Section 2, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you entered into a programming commitment with &TV Communications Inc. in connection with the Equipment Lease Addendum, and have failed to maintain the agreement for the required period of time. For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March.

(c) **Our Cancellation.** We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other material provision of this Agreement, or act abusively toward our staff. In such case, you will still be responsible for payment of all outstanding balances accrued through that effective date, including the deactivation fee described in Section 2. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4. We may stop service if you fail to pay amounts owing to us through consecutive 3 months, that is called put you a hold status not put you a cancel status. In that period, we will send you a letter to encourage to make a payment.

(d) **Credit Balances.** When your account is closed, we will review your account and refund any excess monetary payments. Unused portions of retention or similar credits will not be refunded. If your credit balance is less than \$1.00 we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero.

(e) **Payment Upon Cancellation.** You acknowledge that you have provided your credit or debit card account information to us. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or Receiving Equipment, and may incur early cancellation fees and/or equipment non-return fees (as specified in any lease, programming or other service commitment agreement you entered into in connection with obtaining Receiving Equipment). By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date.

(f) **Your Term of Service and Termination Fees.** Your "Term" is the period of time for which you have agreed to maintain Service with us. Periods of suspension of Service do not count toward your Term. After your Term, you will become a month-to-month customer. Except for month-to-month customers, **AN EARLY TERMINATION FEE WILL APPLY TO EACH SET TOP BOX OF SERVICE IF YOU DO NOT MAINTAIN YOUR AGREED-UPON SERVICES THROUGH THE END OF YOUR TERM FOR THAT LINE OF SERVICE, OR IF WE TERMINATE YOUR SERVICE EARLY (see Section 5 -C). THE EARLY TERMINATION FEE FOR 2 YEAR AGREEMENT PLAN IS: \$270 MINUS \$10 FOR EACH FULL MONTH OF YOUR AGREEMENT TERM THAT YOU COMPLETE. \$100 WILL APPLY IF TERMINATION OCCURS WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; \$50 IF TERMINATION OCCURS WITH 31 TO 91 DAYS REMAINING ON YOUR TERM; AND THE LESSOR OF \$50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF TERMINATION OCCURS IN THE LAST 30 DAYS OF YOUR TERM.**

THE EARLY TERMINATION FEE FOR 1 YEAR AGREEMENT PLAN IS: \$160 MINUS \$10 FOR EACH FULL MONTH OF YOUR AGREEMENT TERM THAT YOU COMPLETE. \$100 WILL APPLY IF TERMINATION OCCURS WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; \$50 IF TERMINATION OCCURS WITH 31 TO 91 DAYS REMAINING ON YOUR TERM; AND THE LESSOR OF \$50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF TERMINATION OCCURS IN THE LAST 30 DAYS OF YOUR TERM.

6. PERSONAL DATA

We collect Personally Identifiable Information about our customers ("Personal Data"). The use and disclosure of this Personal Data is governed by our Privacy Policy and, to the extent not inconsistent with the Privacy Policy, by this Agreement.

7. &TV Communications Inc. IPTV SERVICE AND CONTENTS LICENSE

You understand that &TV Communications Inc. does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that 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. You agree that &TV Communications Inc. will have no liability to you, or anyone else who uses your &TV Communications Inc. IPTV Service, with regard to any Third Party Content. &TV Communications Inc. may, at its discretion, from time to time change, add or remove features of the &TV Communications Inc. IPTV Service, or change the service fee for &TV Communications Inc. Service.

The &TV Communications Inc. Receiving Equipment such as Set top box which is owned by &TV Communications Inc. or its third party licensors. Before using the Receiving Equipment or activating the &TV Communications Inc. IPTV Service, please read the terms and conditions for use of the &TV IPTV Services. If you do not agree to these terms, you may not use the Receiving Equipment and may not activate the &TV Communications Inc. Service, and you should immediately return the Receiving Equipment to &TV Communications Inc. or your supplier. These terms also apply to any modifications, updates or supplements to the Services provided to you. Below is a summary of the terms of the Contents license.

(a) **License Grant and Conditions.** &TV Communications Inc. grants you a non-exclusive, non-transferable, limited license to use the Set top box for IPTV Service solely in executable code form and solely as integrated with, incorporated into, and in conjunction with the Receiving Equipment. Certain third party Contents used in connection with the Receiving Equipment may be made directly available to you by the providers thereof. &TV Communications Inc. reserves the right to modify, supplement, update and otherwise alter the Firmware version of Set top box via online patch download or other modification procedures, and these terms will apply to such Firmware version as modified, supplemented, updated, and otherwise altered.

(b) **License Restrictions.** You may not copy, modify or transfer the Contents, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Contents.

(c) **Ownership of Software and Reservation of Rights.** The IPTV Enabling Software which is pre-installed in provided Set top box is licensed, not sold, to you for use only under the terms of this license agreement, &TV Communications Inc. is NOT transferring title or any ownership rights in the Software to you and &TV Communications Inc. and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.

(d) **Termination.** These terms are effective until terminated. You may terminate these terms by returning the Receiving Equipment to &TV Communications Inc. or your supplier. These terms will terminate automatically without notice if you fail to comply with these terms or any other agreement between you and &TV Communications Inc. Upon termination you must return the Receiving Equipment to &TV Communications Inc. or your supplier.

(e) **Disclaimer.** THE SOFTWARE IS TO THE EXTENT PERMITTED BY LAW SUPPLIED "AS IS". NEITHER &TV Communications Inc. NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY WARRANTY OR REPRESENTATION ON BEHALF OF &TV Communications Inc. OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(f) **Limitation of Liability.** IN NO EVENT WILL &TV Communications Inc. OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF &TV Communications Inc. OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.

8. LIMITS ON OUR RESPONSIBILITY

(a) **Service Interruptions.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your

request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

(b) **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR RECEIVING EQUIPMENT, WHICH IS PROVIDED TO YOU AS IS. ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED. YOU ARE RESPONSIBLE FOR THE LOSS OF OR ANY DAMAGE TO THE RECEIVING EQUIPMENT.

(c) **Limitations of Liability.** WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. REGARDLESS OF THE CAUSE, OUR TOTAL LIABILITY FOR DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS RECEIVING OUR SERVICE WILL IN NO EVENT EXCEED THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICE THAT YOU RECEIVED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK IS REFLECTED IN OUR PRICES. You may have greater rights than described above under your state's laws. You should consult them.

(d) **Warranty Services.** You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other warranty programs.

9. RESOLVING DISPUTES

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows:

(a) **Informal Resolution.** We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 9(d) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address.

(b) **Special Rules.** (i) In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (ii) Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. If, however, the law of your state would find this agreement to dispense with class arbitration procedures unenforceable, then this entire Section 9 is unenforceable.

(d) **Exceptions.** Notwithstanding the foregoing: (i) any Claim based on Section 1(h) above, and (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction.

10. MISCELLANEOUS

(a) **Notice.** Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via Set top box to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the address or telephone number on the first page of this Agreement.

(b) **Applicable Law.** The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to modification if required by such laws. Notwithstanding the foregoing, Section 9 shall be governed by the Federal Arbitration Act.

(c) **Assignment of Account.** We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of the party's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

(d) **Other.** This Agreement and any lease, activation, programming, or other service commitment agreement that you entered into in connection with obtaining Receiving Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed.

THANK YOU.

Equipment Lease Addendum

Thank you for choosing &TV Communications Inc. By signing this Equipment Lease Addendum, you agree to abide by the following terms and conditions. You wish to lease from &TV Communications Inc., and &TV Communications Inc. is willing to lease to you, one or more &TV Communications Inc. new or reconditioned receivers, hereinafter collectively referred to as the "equipment," necessary to access &TV Communications Inc.'s services. The term "equipment" does not include the dish and cabling. **THIS EQUIPMENT LEASE ADDENDUM CONTAINS THE TERMS AND CONDITIONS FOR THE LEASE BY &TV Communications Inc. OF THE &TV Communications Inc. EQUIPMENT TO YOU, BUT MUST BE READ TOGETHER WITH THE &TV Communications Inc. CUSTOMER AGREEMENT (A COPY OF WHICH IS PROVIDED TO YOU AND IS AVAILABLE AT WWW.ENJOYANDTV.COM/LEGAL FOR ALL OF THE TERMS AND CONDITIONS REGARDING THE PROVISION OF THE SERVICES AND YOUR RIGHT TO USE THE &TV Communications Inc. EQUIPMENT. YOU UNDERSTAND AND AGREE THAT YOU HAVE NOT PURCHASED THE &TV Communications Inc. EQUIPMENT, YOU DO NOT OWN THE &TV Communications Inc. EQUIPMENT AND THE &TV Communications Inc. EQUIPMENT MUST BE USED AND RETURNED TO &TV Communications Inc. STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS EQUIPMENT LEASE ADDENDUM AND THE &TV Communications Inc. CUSTOMER AGREEMENT.**

ACTIVATION AGREEMENT.

Within 30 days of provision of &TV Communications Inc. equipment to you, or on the date that the professional installer has installed or is prepared to Self-install your &TV Communications Inc. equipment, whichever is sooner, you agree to activate each and every &TV Communications Inc. Receiver ordered by you or provided to you with any &TV Communications Inc. base IPTV Service package (valued at \$24.99 per mo. or above)

TERM.

For a &TV Communications Inc. customer, in order to get lease fee waived, the service plan(s) must be maintained for a period of not less than either twelve(12) consecutive months or twenty-four (24) consecutive months. Otherwise you will be charged lease fee month to month rate. **THIS AGREEMENT TO MAINTAIN IPTV SERVICE PLAN IS SEPARATE AND DIFFERENT FROM ANY OTHER SERVICE AGREEMENT YOU MAY HAVE MADE WITH &TV Communications Inc. AND IS FULLY ENFORCEABLE UNDER THESE TERMS.**

MONTHLY LEASE FEE.

For a new &TV Communications Inc. customer, you will be charged a monthly lease fee in the amount of \$6 per STB with 2 years service plan and \$12 per STB with 1 year service plan. \$20 will apply for month to month service plan subscriber. The monthly lease fee can be waived for the 2 years and 1 year service plan subscriber except month to month service plan. Applicable taxes will apply. **LEASE FEE SUBJECT TO CHANGE AT ANY TIME.**

CARE OF EQUIPMENT.

You are responsible for the loss of or any damage to the &TV Communications Inc equipment that you have leased from &TV Communications Inc. You shall have no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter or tamper with the &TV Communications Inc. equipment at any time. **&TV Communications Inc. PROVIDES YOU THE &TV Communications Inc. EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE &TV Communications Inc. EQUIPMENT PROVIDED TO YOU. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. &TV Communications Inc. IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL**

DAMAGES RELATING TO THE &TV Communications Inc. EQUIPMENT PROVIDED TO YOU. In the event the &TV Communications Inc. equipment you have leased from &TV Communications Inc. does not operate, contact &TV Communications Inc. at 1-866-932-6388

CONSEQUENCES OF YOUR FAILURE TO ACTIVATE PROGRAMMING OR MAINTAIN YOUR PROGRAMMING.

If you fail to activate all of your &TV Communications Inc. equipment in accordance with this Equipment Lease Addendum, you agree that &TV Communications Inc. or an authorized &TV Communications Inc. Retailer may charge you a fee, as liquidated damages, of \$100 for each receiver that is not activated. For a new and existing &TV Communications Inc. customer, if you fail to maintain your IPTV Service plan within such term that you complete, you agree that &TV Communications Inc. may charge you early termination fee which is prorated fee of certain amount(see section 5-f)

RETURN OF &TV Communications Inc. EQUIPMENT.

If you cease to be &TV Communications Inc.'s customer for any reason (whether voluntarily or involuntarily) or if you decide to disconnect/cancel/terminate your IPTV service, you must return &TV Communications Inc. equipment within thirty (30) days after the day of termination of your &TV Communications Inc. Necessary to arrange for a ground or air freight service to pick up and deliver all of your &TV Communications Inc. equipment to &TV Communications Inc.. You acknowledge that the &TV Communications Inc. equipment belongs to &TV Communications Inc. and the &TV Communications Inc. equipment, including the wireless enable device which is leased not by purchased, must be returned to &TV Communications Inc. in good working order, normal wear and tear excepted. In the event that all of the &TV Communications Inc. equipment is not returned to &TV Communications Inc. within twenty-one (30) days of the termination of your &TV Communications Inc. services or is damaged when it is returned to &TV Communications Inc., you agree to pay &TV Communications Inc. the sum of \$249.99 per each &TV Set top box; \$9.99 for each &TV Set top box Remote control; \$19.99 for each &TV Set top box Power. WHEN &TV GET THE SET TOP BOX RETURNED, YOUR BILLING PERIOD WILL END, OTHERWISE YOUR CANCEL, TERMINATION WILL NOT PROCESS WHICH MEANS YOU MAY BE CHARGED FOR THAT PERIOD.

ARBITRATION.

You and &TV Communications Inc. agree that both parties will resolve any dispute arising under this Equipment Lease Addendum, the &TV Communications Inc. Customer Agreement or any other addendum thereto, or regarding your &TV Communications Inc. IPTV service, through binding arbitration as fully set forth in the &TV Communications Inc. Customer Agreement.