



# FRANKFORT PLANT BOARD

cable-telecom

## SUBSCRIBER PRIVACY NOTICE

As a subscriber to cable service from Frankfort Plant Board (FPB) you are entitled under Section 631 of the Cable Communications Policy Act of 1984 (the "Cable Act") to know the limitations imposed upon cable operators in the collection and disclosure of personally identifiable subscriber information, the type of personally identifiable information we collect, how we use subscriber information, under what conditions we may disclose such information, the period during which we maintain it and the rights of subscribers concerning such information and its disclosure. As used in this notice "Frankfort Plant Board," "FPB," "Plant Board," "we," "us," "our," and similar terms refer to Frankfort Plant Board. This law relates only to personally identifiable information.

### 1. DISCLOSURE

FPB considers the information contained in the business records we keep to be confidential. Unless prior written or electronic consent is obtained, personal information which we maintain related to our subscribers may be disclosed to a third party if (1): it is necessary to render or conduct a legitimate business activity related to the cable and other services we provide; (2) such disclosure is required by court order and you are notified of such order; or (3) to a governmental entity as described below. The Cable Act requires us to inform you of the nature, frequency and purpose of any disclosure, which may be made of such information, including an identification of the types of persons to whom the disclosure may be made. In the course of providing our cable and other services and in informing you about new products and services which we may make available from time to time, we may make your records available to our affiliated entities, employees, agents and contractors in order to install, market, provide and audit service on each occasion that access to the information is needed. We may also occasionally release the subscriber list of a particular cable system to consumer and market research organizations for the purpose of determining the reaction of our subscribers to advertising and programming choices currently available to them or which may become available in the future. Access for these purposes is routine and does not occur with any specific frequency. Further, we make our subscriber records available each month or as needed to one or more independent billing houses for billing purposes; to mailing services and programmers each month for program guide distribution; to programmers and outside auditors when required; to attorneys and accountants on a continuous basis to render service to the company; to franchising authorities to demonstrate compliance, whenever such concerns are raised; to collection services if required to collect past due bills at such time as bills are submitted to collection; to law enforcement when required to prevent network damage or the unauthorized reception of service; to governmental entities as set forth below; and to the United States Postal Service, when required, in connection with mailing. In addition, when you use interactive television services, certain information relating to your use of these services may be disclosed to third parties providing content or services on the interactive television platform. Such disclosure may include, without limitation, information on the choices that you make along the range of services offered, including the programs you view or services you order on the cable system, and the time that you actually use the services or view the programs. Under the recently enacted USA PATRIOT Act of 2001 (the "Act"), a governmental entity may require us to disclose certain information concerning your subscriber account for cable television service without advance notice to you. Upon receipt of a Federal or State administrative, grand jury or trial subpoena, or otherwise set forth in the Act, we are required to disclose to the government the following subscriber records: your name and address; how long you have subscribed to our service(s) (including start date) and the type(s) of service(s) utilized; your telephone number or other subscriber account identifying number(s); and the means and source of your payment(s) (including any credit card or bank account number). These new procedures set forth in the Act do not apply to records revealing your selection of video programming. As before, a governmental entity may obtain records revealing your selection of video programming by court order only if it offers clear and convincing evidence that such records are material to a criminal case and if you are given the opportunity to appear and contest this evidence.

### 2. MAILING LISTS

Unless you object, the Cable Act allows us to disclose certain information to others, including advertisers and direct mail or telemarketers, for noncable related purposes including selling or disclosing customer lists to commercial or charitable users thereof. Disclosure for such purpose would typically be your name and address, and would not include the extent of your viewing or use of a particular service or the nature of any transaction made over the cable system. We do not currently sell our subscriber list or otherwise disclose it to commercial or charitable users. If we choose to do so in the future, we will provide you with information about how to remove your name from such lists.

### 3. RETENTION

The Cable Act requires us to inform you concerning the period during which we will retain information. As required by the Cable Act, we destroy customer information that is no longer necessary for the purpose for which it is collected unless there is a legitimate request or order to inspect the information still outstanding or the information remains in routine records that are periodically discarded under our document retention policies. The information that you have provided us upon installation of service is maintained in our management information system and billing systems, and is updated as new information is added. Accounting and billing records are retained in accordance with the record retention schedule for state and local governments. Routine paper records necessary to render, or conduct legitimate business activities related to the cable service provided you as a customer are kept in accordance with that same schedule. Paper records such as work orders and records of technical maintenance and service you are provided are retained according to that schedule as well. These records may remain on file even after you have terminated service. Subject to applicable law, records relating to involuntary disconnects are kept indefinitely by us to facilitate collection and evaluation of credit worthiness and are updated as new information is added.

### 4. CUSTOMER RIGHTS

As described above, the Cable Act establishes your rights as a customer and the limits upon the cable operator with respect to the collection and disclosure of customer information. You have the right to inspect our records that contain information about you and to correct any error in our information. If you wish to inspect the records pertaining to you, please contact us at the system business office between the hours of 7:45am and 4:30pm, Monday through Friday (holidays excluded) at 317 West Second Street, Frankfort, Kentucky, to set up an appointment. You may bring a private civil action in U.S. District Court and you may seek to recover damages, costs and attorney fees if your rights under Section 631 of the Cable Act have been violated, subject to certain immunities that have been provided us under the USA Patriot Act of 2001.

We reserve the right to revise this policy, or any part thereof. Use of our service following notice of such revisions constitutes your acceptance of the revised policy.

### 5. COLLECTION AND USE

To continue providing reliable and high quality service to you, we keep regular business records that contain the following types of personally identifiable information: your name, service address, billing address (if different), telephone numbers, social security number, credit information, driver's license number and subscriber correspondence. Our records include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets are in your home, the service options you have chosen, the pay-per-view movies and events you have ordered, and the number and location of converters or other cable equipment installed in your home. We maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires. In addition, we may combine personally identifiable subscriber information, which we collect as part of our regular business records with personally identifiable information obtained from third parties for the purpose of creating an enhanced personal database to use in marketing and other activities. Additionally, if you rent your home, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address. When you use interactive television services, the cable system automatically collects information on your use of such services,

including information on the choices that a subscriber makes from the range of services offered, including the programs you view or services you order on the cable system, and the time you actually use the services or view the programs. Information concerning the use of other features of the cable system is also collected, such as which menus and menu screens are used most often, the time spent using them and the use of the remote control feature.

Without your written or electronic consent, we cannot collect personal information over the cable system unless it is necessary to provide cable or other service you have requested or to prevent unauthorized access to services or to subscriber data. We collect information contained in cable interactive television because it is necessary to provide a service you have requested.

Our detailed business records are used (and personal information contained in them) generally to help ensure you are being properly billed for the services you receive, to send you pertinent information regarding your cable services and other products and services which we may make available from time to time, to improve the quality of the services we provide; and for all tax and accounting purposes. Specifically, the information in these records is used to sell, install, maintain, connect, reconnect and disconnect services; to bill and collect service related charges; to measure subscriber satisfaction and improve marketing and programming decisions; to mail related materials; to ensure compliance with relevant law and contractual provisions; to provide you with information about our products and services or new products and services which we may make available from time to time; and to answer question from subscribers. It helps us to customize the interactive television services based on the interests of subscribers, and to direct programming and advertising that is likely to be of interest to you. It also helps us to protect our network from unauthorized use and to track any unauthorized access to services or subscriber data. We take all reasonable precautions to prevent unauthorized access to this information.

## **SIGNAL LEAKAGE**

### **1. TAMPERING LEADS TO CABLE SIGNAL LEAKAGE**

Any unauthorized hookups by customers found by the Plant Board can result in retroactive charges, a \$89 tampering charge, and possible prosecution. Cable Signal Leakage (CLI) occurs when frequencies transmitted within a cable system are not properly contained within the cable plant, loose connectors, damaged cable, and equipment may cause leakage. These connectors, cables, and equipment may be in the cable system or inside the home.

The FCC requires that all detected leaks be repaired in a timely manner. For leaks caused by customer equipment or in-home wiring, repairs must be made or service could be disconnected.

For more information on cable signal leakage, go to [http://www.fcc.gov/csb/facts/sig\\_leak.html](http://www.fcc.gov/csb/facts/sig_leak.html) or go to [www.fpb.cc](http://www.fpb.cc).

## **CABLE TELEVISION SERVICE PROVISIONS**

1. Whenever service is terminated, the subscriber shall return any Plant Board equipment, such as a converter, to the Plant Board Office. If the returned equipment is received by the Plant Board and is found to be in satisfactory working condition, and subscriber has paid all service charges and any other applicable fees or charges, subscriber shall be entitled to the original amount of the deposit for the equipment without interest. If the returned equipment is returned to the Plant Board and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the subscriber, but shall be retained by the Plant Board and applied toward the cost of its repair or replacement. The customer will be responsible for the cost of damaged equipment not covered by a security deposit.

2. Any equipment or service rendered to the subscriber is subject to no warranties from the Plant Board, either expressed or implied. Subscriber agrees to pay the Plant Board for any repairs to its equipment and facilities at the Plant Board's applicable rates. The subscriber agrees not to tamper with any of the Plant Board's equipment or alter, in any manner, any Plant Board property. The subscriber shall also receive the Plant Board's CATV Service with the understanding that subscriber will adequately safeguard all Plant Board properties upon the subscriber's premises from alteration and abuse from others, and that subscriber will not hire or permit anyone other than authorized Plant Board Personnel to perform any work on Plant Board's property, equipment, and facilities.

3. The subscriber shall pay a prorated monthly service and equipment rental charge from date of installation to the end of that same month. The prorated charge shall be due on the 15th day of the following month. Thereafter, the subscriber's payment for a given month's service must be received by the 15th of the same month for which the service charge applies.

4. The new subscriber may elect to receive premium service only after he has submitted an application for basic service. A subscriber may not receive premium video service without basic service unless specifically authorized by the General Manager. An existing basic service subscriber can sign up for premium service by phone call or visit to the office. An existing basic service subscriber who elects to receive premium service will be charged for service monthly as provided in Rule 3. Premium Service Programming cannot be provided to subscribers who shall charge any fee for viewing, or in public places for viewing, by mass audience.

5. The subscriber agrees that the Plant Board, its agents, servants, or employees, shall not be held liable or responsible for any damage or injury to the property of the subscriber occurring during installation or maintenance of facilities including, but not limited to, outlet, cable, connector, converters, etc., to provide and/or maintain service to subscriber.

6. The subscriber shall not hold the Plant Board responsible or liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith.

7. In order to provide service, the Plant Board shall occasionally make use of poles or conduit owned in whole, or in part, by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, the Plant Board will make every reasonable effort to provide service over alternate routes and facilities. The subscriber agrees that s/he will make no claims or undertake any action against any utility, including the Plant Board, if the services provided to the subscriber are interrupted or discontinued for this or any other reason.

8. The Plant Board's overhead CATV Service Drop to the subscriber's premises shall be located as closely to the demarcation point/electrical service attachment as is safe and practical.

9. All residential Electric, Water and Cable Services at a location should be signed for by the same individual, except for owners of rental property or extraordinary circumstances, which are approved by the General Manager. This is intended to achieve the economics made possible by combined billing of Electric, Water and Cable Services.

10. The subscriber shall not record or tape any of the programming provided by the Plant Board, nor shall the subscriber allow only other persons to do so, except for personal use.

11. Emergencies- Emergency service is provided to repair damage to Plant Board facilities resulting from weather-related problems, failure of Plant Board owned facilities, damage caused by others to Plant Board facilities, or other causes resulting in the loss of service to the customer. Charges are made for emergency repair resulting from negligence, improper notification, vehicle accidents, and vandalism.

## **INSTALLATION AND SERVICE MAINTENANCE POLICIES**

Service calls and installation work will be performed on an appointment basis. If it is determined that a non-standard installation is required, the estimated cost and completion date will be provided to you in advance. The FPB has no obligation to make extensions of its' cable facilities except upon a determination of the economic feasibility and desirability of any such extension, and the authority and responsibility to make such a determination rests solely in the FPB.

Repair and maintenance to the cable lines outside your home and repairs to any FPB owned equipment is currently provided to you free. Service repairs and maintenance relating to the cable wiring in your home may incur a charge. This includes repairs to any cable video reception problems caused by, but not limited to, VCR/DVD/TV adjustments, game system or other customer-owned equipment connections, loose fittings and other reception problems which are not caused by FPB or FPB owned equipment. Charges may be incurred when customer caused (e.g. dog chew) or intentional damage occur. Service charges will apply for a service call to help connect a VCR/DVD or other customer-owned equipment or to reprogram a remote-control unit, TV or VCR/DVD.

FPB technicians must periodically test and occasionally repair our cable equipment throughout the cable system. Cable repair may cause a temporary loss of cable service to an entire neighborhood known as a "maintenance outage." If your cable is not working properly, contact FPB. If a maintenance outage is affecting your area, you will be informed when you call. If the problem is not being caused by maintenance, we will determine the source of the problem and will restore your service as quickly as possible.

## **BILLING AND COMPLAINT PROCEDURES**

FPB may request that you pre-pay the charges for your first month's service and any installation or equipment fees are payable at the time of installation. Thereafter, FPB will bill you for your services every month in advance. Charges for additional items, (for instance, pay-per-view movies and events, international and directory assistance calling, additional services and features) will be billed the following billing cycle. Your monthly cable bill will identify your recurring service charges, additional charges and applicable taxes, fees and surcharges. These taxes, fees and surcharges may include, among others, federal and state excise taxes and fees, state and local sales and business taxes and service-specific charges, such as federal and state universal service contributions, E911 support charges and regulatory and franchise fees.

All equipment, including converters, terminals, remote controls and cable modems provided by FPB are the property of FPB and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to FPB at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

If you have a complaint about your service, billing, or terms and conditions of service, you may call us directly using the FPB phone number provided on your monthly bill.

## **IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING EQUIPMENT COMPATIBILITY**

Extra steps may be required for all cable TV features to work with the cable-compatible equipment present in your home or business. This document provides information about when cable TV is compatible with your equipment and how to use your cable service. If you do not find your particular situation described in this guide, please call the number on your billing statement or visit our website. We will work with you to determine the cable setup appropriate for your needs.

FPB delivers TV programming in an all-digital format. Some of our cable services are encrypted and require equipment from us to view, while others are made available "in-the-clear" and can be viewed on certain TVs and other devices. To view a given programming offering, you must subscribe to the appropriate package and have the necessary equipment.

## **DIGITAL CABLE SERVICES**

All of our channels are transmitted in digital format. Much of that digital cable programming is encrypted and can only be viewed using digital cable ready equipment, such as a digital receiver, a digital adapter, or a CableCARD-equipped Unidirectional Digital Cable Product ("UDCP"). However, because digital cable services provided as part of the Limited Tier (including local broadcast television stations' standard definition ("SD") and high definition ("HD") signals) are transmitted in the clear, they may be viewed using digital TVs and other devices that include a QAM tuner (also known as "ClearQAM" devices) directly connected to the cable TV system. (In addition, other digital services that we provide to your location may be provided in the clear. Please contact us if you would like additional information on this topic.) Refer to the manual for your digital TV or other television reception device to determine whether it includes a QAM tuner and, if so, how to utilize your device to access these in-the-clear digital services. The lineup is provided in this document.

PLEASE NOTE: Occasionally it is necessary for us to make adjustments to the way that our programming services are organized on our physical plant. For customers with digital receivers, this is a seamless process. However, a customer using a ClearQAM device connected directly to our cable TV service may not be able to continue viewing certain in-the-clear channels until accessing the settings menu on his or her device and performing a new channel scan. If you lose access to certain services on a ClearQAM device or cannot access all of the in-the-clear services available, we recommend consulting the manual that came with your ClearQAM device or contacting the manufacturer directly.

To access encrypted programming to which you subscribe, you will need a digital receiver or CableCARD provided by FPB regardless of whether your TV or other device is capable of receiving unencrypted channels or is "cable ready."

Any UDCP equipped with a FPB provided CableCARD will allow you to access our one-way cable TV offerings, but due to device limitations, UDCPs (and other one-way CableCARD-compatible devices) cannot access our "two-way" cable services, such as the electronic program guide, Pay-Per-View and Video on Demand.

PLEASE NOTE: We are the only authorized provider of any CableCARD or other type of equipment capable of decrypting the digital cable content that we provide (i.e. FPB provided digital equipment). The use of any other equipment on our cable system obtained from a third party that is not authorized by us is illegal and is subject to criminal prosecution pursuant to 47 U.S.C. § 553.

## **SPECIAL EQUIPMENT/COMPATIBILITY**

When you use FPB provided equipment, you may not be able to use some features on your TV or VCR. For example, you may not be able to use display features (such as picture-in-picture and channel review), use a VCR to record one program while viewing another, or use a VCR to record consecutive programs on different channels. We may be able to provide you with special equipment, available for lease upon request, to enable you to use these features. A bypass switch may enable you to simultaneously record and view different programs, consecutively record programming on different channels, and use picture-in-picture. If such equipment is purchased or leased from us, a custom installation fee and/or a monthly fee may apply. This equipment may also be purchased from local retail outlets. Please call us for details.

As new technologies and services become available, additional compatibility challenges requiring other special equipment may arise. We are committed to helping you get the most out of your cable television service. Please feel free to contact us to discuss the cable setup appropriate for your needs.

## AVAILABILITY OF SPECIAL BYPASS EQUIPMENT

Some of the channels offered on our cable system may also be encrypted as authorized by the FCC and may be viewed only if a receiver is used. However, as described above, a receiver may limit your ability to use certain advanced features on your TV or VCR. If you use a receiver and you have problems using the special features, additional equipment may be necessary to regain some or all of these features. FPB will consult with you upon request in order to determine what specific equipment may be available to solve your particular situation. This equipment may include an additional receiver or, if you have a receiver that can tune our cable channels, possibly a switch (or a special receiver with a switch) that will enable you to bypass the receiver and tune all unencrypted channels with your TV or VCR.

Please contact us regarding your needs and we will discuss alternatives with you and give you a schedule of charges. In addition, you may purchase by-pass switches and receivers at retail outlets. Receivers with descrambling/decryption capabilities (so-called "pirate boxes" or "black boxes"), are illegal to sell or use. Because of the need to protect our encrypted services and network, we will not authorize the use of any receivers containing an embedded security access device (CableCARD), or other descramblers, not provided by us. People who use illegal receivers/descramblers are stealing cable service and are subject to potential fines.

## COMMERCIAL ESTABLISHMENT PAY-PER-VIEW AND VIDEO ON DEMAND (VOD) PROGRAMMING

FPB may not have the right to distribute pay-per-view/VOD programming to commercial establishments. You may not order or request pay-per-view/VOD programming for receipt, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view/VOD programming in a commercial establishment unless explicitly authorized to do so in advance, by us and our program provider. If you fail to abide by this restriction, you will be held liable for any claims made against you or FPB on account of any unauthorized commercial exhibition. All pay-per-view / VOD purchases are the responsibility of the customer identified on the cable TV account. It is your responsibility to pay for all authorized and unauthorized purchases.

## REMOTE CONTROLS

FPB provides a remote control with each receiver at no charge. It is possible that the remote control that came with your TV or VCR is capable of controlling the receiver. You may also buy a "universal" remote control device capable of working with our receivers at a retail outlet including many appliance or electronic stores. Remote control devices may not be compatible with all receivers.

## QAM (CLEARQAM) TUNER LINEUP

TV GUIDE SCROLL	2.1	ESPN2	32.1	HALLMARK	64.1
WAVE	3.1	ESPN CLASSIC	33.1	DISNEY	67.1
WDKY	5.1	SEC NETWORK	34.1	CARTOON	68.1
WKYT	6.1	FOX SPORTS 1	35.1	NICKELODEON	69.1
WLEX	7.1	FOX SPORTS OHIO	36.1	FREEFORM	70.1
WTVQ	8.1	MLB NETWORK	37.1	ANIMAL PLANET	71.1
QVC	9.1	NBC SPORTS	38.1	NATIONAL GEOG.	72.1
FPB-TV	10.1	GOLF CHANNEL	39.1	DISCOVERY	73.1
WHAS	11.1	OUTDOOR	40.1	INVEST. DISCOVERY	74.1
WLKY	12.1	TVG	41.1	HGTV	75.1
CWKYT	13.1	FOX NEWS	44.1	FOOD NETWORK	76.1
CSPAN 1	14.1	CNN	45.1	TRAVEL CHANNEL	77.1
CSPAN 2	15.1	HLN	46.1	A&E	79.1
CSPAN 3/GA1	16.1	CNBC	47.1	HISTORY	80.1
NASA/GA2	17.1	MSNBC	48.1	BRAVO	81.1
MYTVQ	18.1	WEATHER	49.1	E!	82.1
WEATHERSCAN	19.1	TBS	51.1	TLC	83.1
LEASED ACCESS	20.1	TNT	52.1	LIFETIME	84.1
WLJC	21.1	USA	53.1	LMN	85.1
WUPX (ION)	22.1	AMC	54.1	FIT & HEALTH	86.1
KET KY	23.1	COMEDY	55.1	OXYGEN	87.1
KET 1	24.1	SPIKE	56.1	OWN	88.1
KET 2	25.1	TRU TV	57.1	CMT	89.1
FPB REAL ESTATE CLSFD	26.1	FX	58.1	BET	90.1
FPB PHOTO CLSFD	27.1	FXX	59.1	MTV	91.1
ANTENNA TV	28.1	SYFY	60.1	VH1	92.1
METV	29.1	TVGN	61.1	EWTN	94.1
COMET TV	30.1	TCM	62.1	TBN	95.1
ESPN	31.1	TV LAND	63.1	SEC NETWORK (ALT.)	97.1

## Unscrambled HD

WAVE	3.2	WTVQ	8.2	WLKY	12.2	MYTVQ	18.2
WDKY	5.2	QVC	9.2	CSPAN 1	14.2	WUPX (ION)	22.2
WKYT	6.2	FPB-TV	10.2	CSPAN 2	15.2	KET	24.2
WLEX	7.2	WHAS	11.2	CSPAN 3	16.2		