

## **InfoStructure, Inc.**

### **2012 Privacy Rights Notice**

The following information is being provided so that you are made aware of limitations placed on this cable system under the Federal Cable Communication Policy of 1984.

This cable system collects and maintains personally identifiable information concerning subscribers. That information includes billing records, service maintenance and repair records, premium service subscription information, marketing information and subscriber complaints. Unless otherwise noted, all personally identifiable information is used solely for the normal business purpose of offering and rendering cable television service to you. Some persons have access to such information when necessary, and may be on a day-to-day basis. Those people include cable system employees, cable system sales agents, businesses which provide services to the cable system, such as our accountants, billing and collection services, program and program guide providers and representatives of the franchising authority. The cable system will not maintain such information after it is no longer necessary for carrying on our business. As a subscriber, you may review any personal information held by us, which pertains to you. You must give ten business days notice of your wish to review such information in order to give us an opportunity to locate and, if necessary, prepare such information for review. (Preparation is sometimes necessary to avoid disclosure information relating to other subscribers.) To review your personal information please contact us by letter or telephone to arrange for a review. The review will be at our business office. You may request correction of error in personal information, which we collect or maintain pertaining to you.

Federal law prohibits the cable system from collecting any personally identifiable information other than information necessary to carry on our business or to detect theft of service, unless you consent.

We are permitted to collect personally identifiable information, by law only to the extent necessary to conduct our business. In addition, the law allows us to disclose your name and address for non-cable service related mailing lists or other purposes unless you tell us you do not wish us to disclose it. However, such disclosures of names and addresses may not be in a form that provides the extent or type of any use you make of services we provide, nor may it disclose the nature of any transaction you make over the cable system. If you do not wish to have your name and address disclosed even in this limited manner, or if you wish to limit the circumstances in which we will disclose it, please obtain, fill out and return a "Nondisclosure of Name and Address Form" to the local business office. Except as indicated in the preceding paragraph, we may not disclose personally identifiable information without your consent, unless we are required to do so by court order. If we are served with a court order requiring disclosure of personally identifiable information concerning a subscriber, we will inform the subscriber before any information is released. Under some circumstances a government entity may seek a court order to obtain personally identifiable information from the cable system concerning a cable subscriber. The subscriber must be given an opportunity to contest issuance of such an order.

Any person aggrieved by any act of a cable operator in violation of these federal limitations on the collection and disclosure of personally identifiable information may bring a civil action in United States District Court to enforce the limitations.

#### **Theft of Cable TV Service**

The 1984 Cable Act, as amended by the 1992 Cable Act, was passed by the US Congress and created both civil and criminal penalties against manufacturers, suppliers and users of unauthorized cable devices. This federal theft of service law supplements any existing state or local laws. The federal law prohibits the interception of receipt of any communication service over a cable system, unless authorized by the cable operator. This includes the theft of audio, video, text, data or other service, including data transmitted to or from a customer over a system that has interactive capability. Further, the law pertains to both the manufacturers and distributors of equipment as well as the individual. The Cable Act provides a cable operator the right to seek substantial monetary damages with regard to theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses.

## **Service Agreement**

The person who has requested cable television service from InfoStructure, Inc. (COMPANY) is herein after referred to as "SUBSCRIBER". Upon acceptance of this service by SUBSCRIBER and in consideration of it being furnished by COMPANY, SUBSCRIBER agrees to comply with the following conditions of service.

1. SUBSCRIBER agrees to pay the monthly charge for cable television service to the company in advance on or before the designated due date. Billing for services is provided to the SUBSCRIBER as a courtesy, and if SUBSCRIBER does not receive a bill, he is, nonetheless, obligated to pay the COMPANY on or before the designated due date.
2. SUBSCRIBER agrees to pay installation charges at the time that service is commenced and to pay a maximum processing fee or processing charge of \$4.75 should the SUBSCRIBER's account be past due by more than 15 days.
3. COMPANY shall not be responsible for the operation, maintenance, service or repair of SUBSCRIBER's television set(s) or for any damage to the SUBSCRIBER's television set or sets regardless of cause.
4. All equipment and material installed by COMPANY (including converters and remote controls) shall remain the property of the COMPANY. SUBSCRIBER agrees not to disturb, alter, move, or remove COMPANY'S property nor attach or permit the attachment of any additional television sets to company's property. Any relocation or transfer of COMPANY'S property from the original place of installation shall be at the expense of SUBSCRIBER and shall be done only by COMPANY.
5. COMPANY shall have the right to terminate this agreement and disconnect and remove the facilities providing television signals to SUBSCRIBER if SUBSCRIBER fails to abide by any of these Conditions of Service or if SUBSCRIBER fails to make any payment hereunder when due.
6. SUBSCRIBER understands that in providing cable television service, the COMPANY is using poles owned by another entity, and is using public rights of way. SUBSCRIBER further understands that the continued use of these poles and/or right-of-way is in no way guaranteed. In the event the continued use of such poles and/or right of way is denied to COMPANY for any reason, COMPANY will make every reasonable effort to provide service over alternative routes. SUBSCRIBER agrees he will make no claim or undertake any action against the grantors or others who have ownership or interest in these poles and/or rights-of-way if the service to be provided by COMPANY hereunder is interrupted or discontinued because the continued use of poles and/or right-of- way is denied to COMPANY for any reason.
7. SUBSCRIBER shall have the right to terminate this agreement at any time upon giving notice to COMPANY, and in the event of such termination, COMPANY shall not be obligated to refund any part of the installation charges.
8. SUBSCRIBER agrees that COMPANY shall have the right of access, at reasonable times, to SUBSCRIBER'S premises for the purpose of installing, inspecting, maintaining, repairing, disconnecting, and removing its installation and facilities thereon.
9. SUBSCRIBER warrants that he either owns residence at which the cable installation is being performed or, if a tenant, he has obtained permission from his landlord for COMPANY to make whatever alteration to residence as necessary for cable installation.
10. SUBSCRIBER agrees to pay COMPANY'S costs, including reasonable attorney's fees and collection costs incurred in enforcement of the COMPANY'S rights hereunder.
11. (When applicable) SUBSCRIBER hereby leases from COMPANY and COMPANY lets to SUBSCRIBER, for installation by COMPANY on SUBSCRIBER'S television set a converter(s) with or without wireless remote on a month-to-month basis at a rental fee as indicated on the Rate Schedule provided to SUBSCRIBER. SUBSCRIBER acknowledges that each converter/remote is a valuable piece of equipment and agrees to keep it in good and protected condition and not permit it to be removed, abused, altered, defaced or encumbered and to return it to COMPANY in good condition immediately upon termination of this agreement of service to SUBSCRIBER for any reason. In the event that SUBSCRIBER fails to return the converter/remote, or the same is lost, destroyed, damaged, or stolen,

SUBSCRIBER agrees to pay the replacement cost for each converter and remote control. SUBSCRIBER must make arrangements for an authorized representative of the COMPANY to recover the converter/remote from his or her dwelling during reasonable hours or return the converter/remote to the nearest COMPANY office.

### **Service and Installation Policies**

Service calls and installation work is generally performed on an appointment basis. Appointments are usually scheduled in four-hour blocks during normal business hours. Standard installations will normally be performed within five business days after an order has been placed. The charges for the first month of service and any installation or equipment fees are payable at the time the service is installed. If it is determined that a nonstandard installation is required, the estimated cost and completion date will be provided to the customer. If our installer or technician is running late, we will attempt to contact you and reschedule the appointment at a time convenient for you. The company does not assert any ownership over wiring inside the home or residential unit. It is the responsibility of the customer to insure that all wiring inside their residence complies with FCC specifications. The company reserves the right to assess a service charge for ongoing maintenance and for any repair or maintenance performed by the company in the event these facilities are not in compliance with FCC guidelines. Service can be terminated if the company is denied access in order to correct the technical problems that violate these guidelines.

### **Outage/Service Interruptions**

We will normally respond to service interruptions (outages) as soon as possible, and no later than 24 hours from the time we are notified of an interruption. We will normally respond to other non-outage service problems by the next business day. For outages beyond our control (such as natural disasters or severe weather related problems) we will respond as promptly as possible. We do everything to ensure trouble-free reception, but from time to time equipment failures can occur.

InfoStructure, Inc. customer service representatives are available during normal business hours, and our after hours emergency reporting service is available 24 hours a day. You are entitled to a pro-rata credit if cable is interrupted for more than twenty-four continuous hours. Please call us in a timely manner when you notice the problem. The credit will be calculated based upon the proportionate share of the service not received in the applicable billing period, provided the interruption is due to a failure of the facilities of the cable television operator. When a service interruption in excess of 24 hours occurs, contact our office promptly with pertinent facts regarding the outage to receive your credit. We will not issue credit for service interruptions if we are not notified promptly or for situations beyond our control.

### **Billing and Payment**

InfoStructure, Inc. (the "Company") mails / emails monthly bills. Cable services are billed in advance for the current month subscription and are due on or before the designated due date. The return portion of the bill should be mailed along with a check or money order for the amount specified on the bill. Do not mail cash. Please allow 7 days for processing. Bills should be mailed to the address specified on your bill.

A maximum charge of \$30.00 will be assessed for any returned check. A convenience fee of \$5.00 will be charged when a customer makes a one time credit/debit payment.

### **Transfer of Account Responsibility**

Transfer of an account from one customer to another is prohibited.

### **Non-payment Disconnect Policy**

Any customer with a balance that is more than thirty (30) days past due will be subject to disconnect for non-payment. If disconnected for nonpayment, the customer will be required to pay a reconnection charge plus their outstanding balance plus the next month's subscription in full prior to reconnection. In the event that a customer pays the amount due at the time of disconnection, a service call fee of \$29.99 will be applied.

### **Disconnection (Customer Requested)**

Upon decision to terminate service, all customers are urged to notify InfoStructure, Inc. of their intention to disconnect at least 30 days in advance. Account holders are liable for all services rendered prior to the customer informing InfoStructure, Inc. of his/her intention to terminate service. Information regarding the intended moving or disconnection date must be communicated to the business office during normal business hours. Refund checks will be issued from the corporate office within 4-6 weeks.

### **Collection Agency**

Customers with disconnected accounts and a balance due will receive a final billing. Customer balances more than 60 days past due will be sent to a collection agency. Failure to pay will appear on your credit report and are subject to legal action.

### **Billing Disputes**

InfoStructure, Inc. will allow 30 days from the date of receipt of the bill for a customer to register a billing dispute. A customer must remit the undisputed portion of his/her bill and be responsible for undisputed portions of current and future bills pending the resolution of the dispute. Cable television service will not be disconnected solely for nonpayment of the portion of the bill in dispute during the investigation of the complaint. However, service may be discontinued for the unpaid portion not in dispute. If a dispute is not resolved to the customer's satisfaction, the customer has the right to follow the Complaint Procedures.

### **Complaint Procedures**

InfoStructure, Inc. places a high priority on ensuring that our customers are satisfied with the service we provide. Toward this goal, and in order to comply with FCC law, InfoStructure, Inc. has the following procedures to ensure that any complaints that arise are promptly and efficiently resolved. InfoStructure, Inc. repair service may be reached 24 hours a day 7 days a week by contacting the local office. (See "How to Reach Us" section of the notice.) Most complaints will be resolved within a 24-hour period, unless extraordinary circumstances exist. All efforts will be made by our service technicians and other employees to resolve any complaints concerning the technical quality of your service. If you are not satisfied with the manner in which your concern has been addressed after speaking with our CSR's, please submit your complaint in writing to the system General Manager at the address below.

### **Internet Usage Policy for InfoStructure, Inc.**

#### **1. SUBSCRIPTION**

You acknowledge that you are at least 18 years of age. You warrant that the Customer information that you have provided and will provide to InfoStructure, Inc. during the term of this Agreement, including without limitation your legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation credit card numbers and expiration dates) is accurate, complete and current. You agree to promptly notify us, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement. Your subscription entitles you to use the Service. Your subscription is personal to you. You agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer. You agree to contact InfoStructure, Inc. upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information. InfoStructure, Inc. will provide you with dynamic Internet Protocol ("IP") address(es) as a component of the Service and these IP address(es) can and do change over time. You will not alter, modify, or tamper with these dynamic IP address(s) or those of any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software on, or in conjunction with any computer(s) or network device connected to the Service that provides for static IP address(es). You will not connect the Service or any InfoStructure, Inc. equipment to more computers, either on or outside of the Premises, than are reflected in your account with us. You

acknowledge that any unauthorized receipt of the Service constitutes theft of service, which is a violation of federal law and can result in both civil and criminal penalties. In addition, if the violations are willful and for commercial advantage or private financial gain, the penalties may be increased.

## **2. NO OUT OF HOME WIRELESS ACCESS**

Customer is prohibited from using the Service to provide a wireless out of home local area network or out of home wireless access to the Service. Customer will not resell the Service, charge others to use the Service or allow others not affiliated with Customer to use the Service.

The foregoing action has been taken by Congress because it believes that theft of cable services poses a major threat to the economic viability of cable operators and cable program suppliers. It creates unfair burdens on cable customers who are forced to subsidize the benefits that other individuals are getting by receiving cable service without paying for it. Also, tampering with cable lines often causes reception problems for paying customers like you. If you are aware of persons receiving unauthorized cable service, please call us confidentially. We will follow up to ensure that the service you receive is not affected by someone else's tampering.

## **3. COMPUTER AND EQUIPMENT REQUIREMENTS**

Customer understands and agrees that the Service that requires certain equipment be provided by the Customer, including, but not limited to, a personal computer and appropriate Operating System (collectively the "Customer Equipment"). It further requires certain equipment that may or may not be provided by InfoStructure, Inc. such as a cable modem, an Ethernet card and wiring installed by InfoStructure, Inc. or its designee (if provided by InfoStructure, Inc. or its designee, "InfoStructure, Inc. Equipment"). At the time of initial installation of the service, your computer equipment and customer equipment must comply with InfoStructure, Inc. current minimum computer requirements. The minimum computer requirements may change and InfoStructure, Inc. will make reasonable efforts to support previously acceptable configurations; however, InfoStructure, Inc. is not obligated to continue to provide such support. You may purchase a cable modem from a third party provider but InfoStructure, Inc. is not obligated to provide service for it. If you purchase a cable modem, such modem will be deemed Customer Equipment rather than InfoStructure, Inc. Equipment. InfoStructure, Inc. reserves the right to provide service only to users with InfoStructure, Inc. approved modems. You are strongly urged to check with InfoStructure, Inc. customer support.

## **4. MANAGEMENT OF NETWORK**

InfoStructure, Inc. reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, traffic prioritization, protocol filtering and bandwidth restrictions for peer-to-peer file sharing. You expressly accept that such action on the part of InfoStructure, Inc. may affect the performance of the service. Customer acknowledges that use of the Service does not give you any ownership or other rights in any Internet/online addresses provided to you, including but not limited to Internet Protocol (IP) Addresses, email addresses and web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes. InfoStructure, Inc. reserves the right to enforce limits on specific features of the service including, without limitation, e-mail storage and web hosting maximums.

## **5. GOVERNING LAW AND JURISDICTION**

Customer agrees that any dispute with InfoStructure, Inc. will be governed by the law of the state of residence of where the service is provided (i.e. the location of the InfoStructure, Inc. cable system providing the service), and will apply to all matters relating to this Agreement. In addition, customer agrees and consents that the courts of such state will have exclusive jurisdiction over any such legal action. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and performance shall be governed by the internal laws of such state applicable to contracts made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

## **Equipment Policy**

Equipment installed by InfoStructure, Inc. (Cable Company) placed under, over, on or about your home property in connection with the delivery of service is the property of the Cable Company. Rented

set top equipment and remote controls, which are provided to customers, remain the property of the Cable Company. Rented equipment must be returned to us when service is discontinued for any reason.

Failure to return rented equipment with 30 days of the service being discontinued will result in a charge to the customer's account for the replacement cost and may lead to legal action to recover the equipment or cost. You are responsible for damage to rental equipment, other than normal wear and tear, and may be assessed a charge for repair or replacement. InfoStructure, Inc. charges deposits for certain rented equipment and services. This deposit is applied to the account balance upon our receipt of the rented equipment.

### **Equipment Compatibility**

One of the reasons you subscribed to InfoStructure, Inc. is that we offer more channels of programming than you are able to receive off the air. You may have TV receivers and VCR's that can tune to all channels we provide. Others may have older sets that do not tune to all the cable channels. In this case, InfoStructure, Inc. will provide you with a set-top converter at a cost.

Even if you have a TV or VCR that was advertised as being able to receive all cable channels, some of you may still need a converter. This is because there have not always been standards governing the reception of cable channels. Therefore, your television or VCR, purchased prior to October 31, 1994, however it may have been advertised, may not tune to all the channels we provide. According to government rules, by October 31, 1994, TV's and VCR's sold in the U.S. cannot be called "cable ready" unless they comply with requirements, including the ability to properly tune cable channels. The set-top converter will "convert" the cable channels usually to channel 2, 3, or 4 on your TV. Please understand that the process of converting all of our channels to channel 2, 3, or 4 means that you can only receive one channel at a time through the converter. This means that there may be certain features of your TV or VCR that depend on channel tuning of these devices that you will not be able to use. For instance, taping one program while watching another, recording two or more consecutive programs that appear on different channels and the use of the picture-in-picture may not be possible with additional equipment.

Should you wish to use some of the features noted above, InfoStructure, Inc. will provide you with supplemental equipment. This equipment might include an additional converter, or if you have a receiver that can tune all our cable channels, an A/B switch that will enable you to by-pass the converter and tune to all unscrambled channels with your TV or VCR. Please contact us regarding your wishes and we will be happy to give you a schedule of charges for such equipment.

In addition, you may purchase by-pass switches and additional converters at retail outlets. Please remember, however, that converters with descrambling capability can only be obtained by InfoStructure, Inc.. In fact, should you see advertisements for cable converters that have descramblers in them (so-called "pirate boxes" or "black boxes") you should understand that these devices are illegal to sell or use, unless authorized by your cable company. People who use illegal converter/descramblers are actually stealing cable service.

Some of the converters used by InfoStructure, Inc. can be operated by a hand-held remote control device. It is possible that the remote control that may have come with your TV or VCR is capable of controlling our converter boxes as well. In that case, feel free to use it. If you choose, you may buy a remote or universal remote control device that is capable of working with the converters from InfoStructure, Inc. at a retail outlet. Please contact your local office for a list of some compatible universal remote control devices. You can probably find others as well. If you do, please let us know and we will update our list. You can buy universal remotes at many appliance or electronics stores. If you have any questions, please contact your local service center. (See "How To Reach Us" section of this notice.)

### **Rates and Charges**

For an up-to-date listing of InfoStructure, Inc.'s service offerings and charges call the office to request a copy of the rate card and/or channel lineup. All rates and services are subject to change.

**How To Reach Us**  
InfoStructure, Inc.

**314 N. 22nd Ave.  
Humboldt, TN 38343  
support@click1.net  
731-784-5000**