

Adams CATV, Inc.
Nineteen North Main St.
Carbondale, PA 18407
570-282-6121

Memorandum to all Adams CATV Customers March 2016

To better understand cable television and our operating policy we are sending this memo to all customers.

The customer warrants that they have complete authority to have cable, internet and phone installation(s) made at the requested property and shall fully cover and compensate the company for loss or damage of any kind sustained by it by reason of lack of such authority. At any time during installation of cable television, internet or phone service(s) or at any time after, said service(s) may be terminated or refused without notice for: Having accomplished or assisted or attempting to illegally obtain cable television signals or unauthorized connection to cable television signals, improperly wiring a dwelling with deficient or non-regulation coaxial cable, wiring a dwelling with intent to defraud or obtain cable television service(s) without compensation to Adams CATV Inc., or creating a condition of harmful radio frequency emissions in violation of Federal Communication Commission regulations.

All equipment furnished shall at all times remain the property of the company and the company shall at all reasonable times, have the right to enter the property for the purpose of inspection and repair. The customer shall pay any tax which may be levied by any taxing authority upon the service, facilities, equipment, installation, or business of company except such federal or state income taxes which may be levied upon business concerns.

This service subject to all provisions of the schedule of rates and rules adopted by Adams CATV Inc. and are on file in its office and such schedule shall be subject to amendment at any time by Adams CATV Inc. More information on cable television service(s) available and rates and fees will be provided upon request.

In the event of any breach of this agreement by customer, or delinquency in payment for service provided by Adams CATV Inc. or failure to abide by the rules and regulations of Adams CATV Inc., all services (including cable, broadband and digital phone service hereunder as well as premium services as applicable) may be forthwith discontinued without notice and at the option of Adams CATV Inc., its property removed. Failure of Adams CATV Inc. to remove such property shall not be deemed abandonment thereof. If the service is disconnected for nonpayment the account balance plus a \$50 reconnect fee must be paid to have service restored. Delinquent accounts that are paid and reconnected will be changed to a No Credit Extended status which requires future payments to be made by the due date each month to avoid additional service interruptions.

The customer hereby acknowledges receipt of privacy notification. No person shall intercept or receive or attempt to intercept or receive or assist in intercepting or receiving any telecommunication services offered by Adams CATV Inc. This includes the manufacture and/or distribution of equipment intended for unauthorized reception of telecommunication services. Any person who willfully violated Section 633 shall be fined no more than \$1,000.00 or imprisoned for no more than six (6) months, or both. Violation for commercial advantage or private financial gain shall be fined not more than \$50,000.00 or imprisoned for not more than two (2) years or both for the first offense. Any subsequent offense shall be fined not more than \$100,000.00 or imprisoned for not more than five (5) years or both. All services are offered and billed on a monthly subscription basis from Adams CATV, 19 N. Main St., Carbondale PA 18407. Subscription to any cable television service(s) is conditional on the above State and Federal laws, Section #633, Section #3926, Section #910, Section #84-230 and the operating policy of Adams CATV Inc. The cable companies Domain of Authority extends throughout the cable system and all connecting cables and devices to the receiving device at the subscriber's address. Further, authorized representatives of Adams CATV Inc., cable have the right and authority to inspect cable company property without prior notification under reasonable conditions.

At any time on a paid up account a customer may receive one month free cable service by paying eleven (11) consecutive months in advance on all services. Any check returned unpaid by a bank must be covered by cash, credit card or money order and the account will be billed an additional \$25 bank service charge. Any account over 30 days past due will be subject to an 18% APR finance charge. Any delinquent balance unable to be collected by Adams CATV will be submitted for legal collection and shall include, but not be limited to, basic and premium service(s) rendered, replacement equipment costs and collection fees.

Any service call determined to be "noncable related" will be billed on a time and situation basis minimum thirty-five (\$35). All charges unable to be collected will be submitted for legal collections and reports will be filed with customer credit agencies.

Privacy Notification

Section 631 of the Cable Communications Policy Act of 1984, as amended (the "Cable Act"), requires us to inform you, as a subscriber to cable service or other services provided by Adams Cable, of the following matters.

1. **COLLECTION.** The Cable Act requires us to inform you of the nature of personally identifiable subscriber information that we collect and of the nature of the use we make of such information. Generally, the Cable Act permits us to collect and use only the information needed for the business of providing cable and other services to subscribers and to detect unauthorized reception of cable communication. In order that we may continue to provide reliable, high-quality service and maintain adequate records, we keep regular business records that contain your name, address, email address, telephone number, social security number, and other such personally identifiable information. Such records include billing, payment, deposit, complaint and service records, records of information you have furnished to us, such as the location and number of television sets connected to cable and the service options you have chosen. We use this information to sell, maintain, disconnect and reconnect services; to make sure that you are being billed properly for the services you receive; to maintain financial, accounting, tax, service and property records including records required by the terms of our franchise; to comply with law; and for the purposes described below.
2. **DISCLOSURE.** The Cable Act requires us to inform you of the nature, frequency, and purpose of any disclosure which may be made of personally identifiable customer information, including an identification of the types of persons to whom the disclosure may be made. The Cable Act allows us to collect personally identifiable information and to disclose it to a third party only (a) if you consent in advance in writing or electronically; (b) if disclosure is necessary to render cable service and other services we provide to you and related business activities; (c) if disclosure to a non-governmental entity is required pursuant to a court order

and you are notified of such order; (d) under the amendments by the Patriot Act, to governmental entities for Electronic Communications Privacy Act authorized disclosures, or otherwise pursuant to the strictures applicable to criminal investigations of customers. We may disclose personally identifiable information to employees, agents and contractors to install, market, provide and audit cable service on each occasion access is needed for the specific job at hand. We may release our customer list for cable-related marketing purposes. Access for these purposes is routine, and does not occur with any specific frequency. Further, we may make our subscriber list available each month to an independent billing house to send bills; to mailing services and programmers each month for sending program guides; to programmers and outside auditors to check our records whenever such checks are required, which occurs irregularly; to attorneys and accountants on a continuous basis as necessary to render service to the company; to potential purchasers in connection with a system sale which occurs only at the time such sale is contemplated and to collection services if required to collect past due bills at such time as reasonable precautions against unauthorized access, use, and disclosure. However, we cannot guarantee that these precautions will prevent every unauthorized attempt to access, use, or disclose your personally identifiable information.

3. **RETENTION.** The Cable Act requires us to inform you concerning the period during which we will retain customer information. As required by the Cable Act, we destroy customer information that is no longer necessary for the purpose for which it was collected unless there is a legitimate request or order to inspect the information still outstanding. Most, if not all personally identifiable information is retained so long as you are a customer and for such time thereafter as may be necessary to the conduct of our business.
4. **BILLING.** In the instance of a billing dispute, customers must notify us within 30 days of the bill issue date. If you do not dispute any charges listed on that statement you will be deemed to have waived any rights to contest such charges. All cable subscriptions are based on a 30 day bill cycle.
5. **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 such information. If you wish to inspect the records at our system office pertaining to you, please contact us at the system business office at the address shown above, during regular business hours Monday through Friday 9:00 am to 4:00 pm. You may bring a private civil action in U.S. district court and you may seek to recover damages, costs and attorney fees if the limits under the Cable Act have been violated.
6. **ADDITIONAL INFORMATION FOR OUR TELEPHONE CUSTOMERS:** Section 222 of the federal Communications Act provides additional privacy protections for "customer proprietary network information," also known as "CPNI." CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service, that we receive solely as a result of our provision of telephone service to you. In particular, this includes information contained in our invoices pertaining to telephone service (other than your name, address and phone number), and the details of who you call and who calls you.

For your protection, we will not disclose your call detail records over the phone to an inbound caller, and we require the use of _____ password to log into accounts where you can view your call detail information online.

We use and disclose CPNI only in very limited circumstances as described below, and our policy is more protective of your privacy than is required by law. Although federal law permits us to use CPNI for certain marketing, we have elected not to use such information for marketing. We also do not provide or sell your CPNI to any third party for marketing activities. We only will use, disclose, or permit access to CPNI to provide you with the services to which you subscribe, including for use in directories; to bill and collect for communications services; to protect our rights or property, or to protect users or other carriers or service providers from fraudulent, abusive or unlawful use of, or subscription to, such service; to provide inside wiring installation, maintenance, or repair services; as required by law; or as expressly authorized by the customer.

Consumer Education and Information Program On TV, VCR and Digital Tuner Compatibility

To Our Subscribers:

One of the reasons you may subscribe to Adams Cable Service is that we offer more channels of programming than you are able to receive off the air. Some of you may have TV receivers and VCR's that can tune to all the basic channels we provide. Others may have older sets that do not tune to all the basic cable channels. In this case Adams Cable Service will rent you a digital tuner.

The set top tuner will "convert" the digital channels to your TV. Analog style televisions will receive the signal through channel 3. Please understand that the process of modulating all of our programming to channel 3 means that you can receive only one channel at a time through the tuner. This means that there may be certain features of your TV and VCR/DVD player 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 picture-in-picture may not be possible without additional equipment. Call for details.

The set top tuners used by Adams Cable Service can be operated by remote control that we provide at no extra charge. It is possible that the universal remote control provided by Adams Cable Service may not control all of the functions on your equipment. Adams Cable Service uses two different model remotes of the CLIKR 5, model numbers: UR5U-8700L and UR5U-8720L. You may visit the website, www.universalremote.com for details. It is also possible that the remote control that came with your TV, VCR/DVD player or other device is capable of controlling our tuner as well. In that case feel free to use it. If you choose, you may buy a universal remote control device capable of working with our tuners, however be sure to check with your retailer for compatibility. Customers must recognize that buying a 'compatible' remote does not guarantee that all the features of the Motorola digital tuner will be supported.

Please be aware that Adams Cable service does not support the use of HDMI cables when in use with our High Definition receivers. We have found that the HDMI strip becomes loose on the back of the receiver which can cause an interruption of your service.

We hope this information has been useful. If you have any questions, please contact us at 570-282-6121.

Sincerely,

ADAMS CATV, Inc.