

# IMPORTANT INFORMATION ABOUT YOUR CABLE SERVICE

## OVERVIEW OF VIDEO SERVICES

### **Basic Cable**

The Basic Cable service tier, where available, is our lowest level of cable service. Basic Cable includes off air broadcast stations and may include any franchise required public, educational and government access channels. All such programming varies on a community-by-community basis and is subject to change at any time, subject to applicable law. Pursuant to federal law, cable customers must subscribe to Basic Cable in order to subscribe to any other cable video service. Please contact us at 877-234-0102 for the current pricing for the Basic Cable service in your area.

### **Expanded Cable**

The Expanded Cable service tier, where available, is an optional level of service above and beyond Basic Cable and is billed separately from Basic Cable Service. A customer must receive USA Communications Basic Cable service tier in order to be eligible to receive Expanded Cable service. Expanded Cable service may include many of the non-premium cable channels such as the Discovery Channel®, Lifetime®, ESPN®, A&E®, the USA Network®, TNT® and, where available, regional sports services. All such programming varies on a community-by-community basis and is subject to change at any time, subject to applicable law.

### **Digital Basic**

There are various Digital TV packages and options for a customer to choose including the Digital Basic service, Sports Tier, Spanish Tier and/or Digital Music. Where available, these packages provide an optional level of service that requires a receiver and provides access to an array of movies and other programming in crisp digital-quality picture and sound.

### **Premium Services**

Premium Services are available on a per channel or per service basis. Premium Channels generally include Home Box Office®, Cinemax®, Starz®, Encore®, Showtime®, and The Movie Channel™. There is a separate monthly charge for premium channels.

### **Other Optional Services**

In addition to these programming services, USA Communications may also offer its customers, for an additional monthly charge, the rental of receivers or remotes, and the following services where available: HD, DVR, High Speed Internet, and Digital Voice. For some optional services you must have a compatible addressable converter or a cable modem.

HD Receiver	\$8.00/\$12.00 each per month
DVR Receiver	\$10.00/\$15.00 each per month

## CHANNEL LINE-UP

Please visit our website for a full [channel line-up](#) for your area.

## PRICING

USA Communications offers a variety of service plans in its operating regions, which are subject to change, and which include pricing for Internet Services that may vary depending upon the plan and whether the Internet Services are bundled with USA Communications' other service offerings. Please call 877-234-0102 to talk to one of our customer service representatives for current pricing and information about our products and services.

## A NOTE ABOUT PROGRAMMING

USA Communications receives programming from various broadcast and cable networks. USA Communications is not responsible for the content or schedule aired by these networks. Please contact specific cable or broadcast networks directly with your programming complaints or questions.

## POLICY CHANGES

We regularly review our services, policies, and practices as part of our commitment to improve the quality of services we provide to our subscribers. We may change these services, policies, and practices in the future and, if that occurs, we will notify you of any material changes and the effective date of those changes through written, electronic or other appropriate means as permitted by law. If you find the change unacceptable, you have the right to cancel your service; however, if you continue to receive services after the effective date of any change, we will consider that your acceptance of the change. You may review our current privacy policy at any time on our website.

## TERMS AND CONDITIONS OF OUR SERVICES

In return for the timely payment of a monthly fee and other applicable service charges, USA Communications will provide to you the services that you select from the programming packages we offer. As required by federal law, you must first subscribe to our Basic Cable service to buy other optional cable television services. Subject to applicable law, we have the right at any time to change the services and equipment that we offer to you, as well as prices and fees for such services and equipment. We also may rearrange, delete, add to, or otherwise change the programming services provided by us. If the change directly affects the services you are receiving from us, we will provide you notice of the change and the effective date. The notice may be provided on your monthly bill, as a bill insert, in a newspaper or by any other permitted communication. If you find the change unacceptable, you have the right to cancel or change your service; however, if you continue to receive the service after the effective date of the change, we will consider this acceptance of the change.

## FCC WAIVER REGARDING AUDIBLY ACCESSIBLE ON-SCREEN GUIDES AND MENUS

USA Communications qualifies for a waiver from the FCC that relieves USA Communications of the requirement to ensure that on-screen text menus and guides for the display or selection of multichannel video programming provided by navigation devices that it leases or sells are audibly accessible in real-time upon request by individuals who are blind or visually impaired. Therefore, customers who are blind or visually impaired using USA Communications will not be able to audibly access any of the functions in the display or selection of multichannel video programming via on-screen text menus and guides. Other television providers in your area may offer navigation devices with audibly accessible features. For more information, contact USA Communications at [contactus@usacommunications.tv](mailto:contactus@usacommunications.tv).

## TERMINATION BY YOU

Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying USA Communications in one of three ways: (1) send a written notice to the postal address of your local USA Communications business office; (2) send an electronic notice to the email address specified at on our website or (3) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) have been disconnected, and all Equipment has been returned. We will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due USA Communications for the Service(s), affiliate services, Equipment, or other applicable fees and charges).

## SUSPENSION AND TERMINATION BY USA COMMUNICATIONS

Under the conditions listed below, USA Communications reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any authorized users (e.g., email or voicemail). USA Communications may take these actions if it: (1) determines that your use of the Service(s) does not conform with the requirements set forth in this Agreement, (2) determines that your use of the Service(s) interferes with USA Communications' ability to provide the Service(s) to you or others, (3) reasonably believes that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, or (4) reasonably believes that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties. USA Communications' action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to what is you or users.

## YOUR OBLIGATIONS UPON TERMINATION

You agree that upon termination of this Agreement you will do the following: You will immediately cease all use of the Service(s) and all Equipment; You will pay in full for your use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected; and Within ten (10) days of the date on which Service(s) are disconnected, you will return all Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted. Otherwise, you will be charged the amount set forth in the current pricing lists for such Equipment, or the revised amount for which you receive notice; if no amount has been specified for the particular model of Equipment, you will be charged the retail price for a new replacement. You may also be charged incidental costs that we incur in replacing the Equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove all Equipment and other material provided by USA Communications.

## INSTALLATION & SERVICE MAINTENANCE POLICIES

Absent unusual circumstances, our cable system will deliver a video and audio signal meeting all required standards to at least two television sets in your home. In addition, the installation and/or maintenance work we perform and the materials we use will be free from defects for a period of 30 days after such work is completed. If any defects in workmanship or materials are reported to us within 30 days of when the work is completed, we shall correct such defects without charge to you. Correction of such defects shall constitute our sole obligation, however. This obligation will not apply to defects resulting from abuse, misuse, tampering, acts of God, or repairs performed by unauthorized persons. We provide free service calls for any interruption of

service resulting from the failure of our equipment, such as digital set-top boxes, that we install and continue to own, or from weather or other conditions clearly beyond the control of the customer. Other service calls including cable installation, repairs (such as failure of your equipment and cable home wiring that is not covered by the free service policy), and calls related to changes in the level of cable service will be billed at our standard rate.

New Installation	\$40.00/\$65.00
Installation of new outlets	\$10.00 each
Activation of existing outlets	\$15.00 each

## 30 DAY MONEY BACK GUARANTEE

New customers will be completely satisfied within 30 days of installation or we'll refund your money – guaranteed. Some restrictions may apply.

## ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

### **Premises**

You agree to allow us and our agents the right to enter your property at which the Service and/or Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service and/or Equipment used to receive any of the Service. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number, and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

### **Customer Equipment**

Customer Equipment means software, hardware or services that you elect to use in connection with the Service or USA Communications Equipment. You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software, firmware, and/or other programs to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and USA Communications Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer

Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities specified above. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number, and/or evidence that the owner has authorized you to grant access to us and our agents to the Customer Equipment to perform the activities specified above.

## CABLE HOME WIRING

Federal law defines "cable home wiring" as the internal wiring contained within your premises, which begins at the demarcation point. The "demarcation point" is defined by federal law as the point at (or about) 12 inches outside of where the wire enters the outside wall of your single family home or, in the case of an apartment building, 12 inches outside of where the cable wire enters the outside wall of your individual unit. Cable home wiring does not include any active elements such as amplifiers, digital set-top boxes, or remote control units that may be located within your premises. Cable home wiring is your property and its maintenance, repair, and replacement is your sole responsibility unless we specifically assume such responsibility in a written agreement with you.

## SERVICE CHANGES AND INSTALLATION

Standard installations are generally completed within 7 business days. If you initiate a change in the services you receive, you may be subject to the applicable installation or change of service charge. You may obtain additional information about our current services, fees and prices by calling us during normal business hours.

Address Transfer Fee	\$40.00
Outlet Relocation Fee	\$10.00 each
Non-Cable Problem Service Call	\$25.00

## "ADULT AT HOME" POLICY

Our company's policy is that our installers and technicians will not enter your home to perform work if a responsible adult (aged 18 or over) is not present. We recognize that this may cause inconveniences for some of our customers, but we feel strongly that this policy is essential to protect both you and our employees.

## POLICY CHANGES

We regularly review our services, policies, and practices as part of our commitment to improve the quality of services we provide to our subscribers. We may change these services, policies,

and practices in the future and, if that occurs, we will notify you of any material changes and the effective date of those changes through written, electronic or other appropriate means as permitted by law. If you find the change unacceptable, you have the right to cancel your service; however, if you continue to receive services after the effective date of any change, we will consider that your acceptance of the change. You may review our current privacy policy at any time on our website.

## INSTRUCTIONS ON HOW TO USE CABLE SERVICE

Our cable television service is delivered by a broadband RF signal. We encode this signal with multiple visual, audio and text information. Our cable television signal may be split using conventional broadband splitters available through us or competitive sources. Directional switches or A/B switches also may be used to alternate between our RF signal and other broadband RF signals provided by competitors. Customer-owned equipment, such as cable-ready digital television sets with QAM capable tuners or cable-ready digital video recorders (DVRs) generally are capable of directly receiving the non-scrambled portions of our broadband signal. You can receive these unscrambled signals typically by selecting the appropriate channel number on a cable-ready digital television, DVR or digital set-top box. We also scramble a portion of our broadband signal, including our non-basic service tiers, premium and [pay-per-view](#) channels and our high definition and other digital video, audio, and text services, to secure it from unauthorized use. Our scrambled programming can be received with equipment that is leased from us or through equipment purchased from retail sources; however, if you purchase the equipment from a retail source, you will need to make sure that it will be capable of using a "CableCARD" security device that is leased from us to decode our scrambled broadband signal.

## CHANNEL POSITIONS OF BROADCAST PROGRAMMING CARRIED ON OUR SYSTEM

Federal law requires us to inform you of any broadcast stations that cannot be viewed without a digital set-top box. The specific broadcast stations that we carry on our cable system are listed in the Basic Cable service portion of our [channel line-up](#) and each can be viewed without the use of a digital set-top box if you subscribe to the Basic Cable service.

## PARENTAL LOCKS AND VIDEO/SOUND BLOCKS

A digital set-top box provided by us offers you the ability to limit viewing of certain channels through parental control options. Such options allow you to select which channels should not be viewed in your absence, through use of a customer created code, which can be enabled or disabled at your discretion. Please contact one of our Customer Service Representatives for additional details and assistance.

# CHARGES AND BILLING

## HOW WE WILL BILL YOU

Service is provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges and fees. YOU MUST PAY, ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE, THE FIRST MONTH'S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS AND ANY INSTALLATION CHARGES. Your first bill may include pro-rated charges from the date you first begin receiving Service, as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Service individually after they have been provided to you; these include measured and per-call charges and charges for [pay-per-view](#) movies or events, and interactive television. If you receive Service under a promotion, after the promotional period ends, regular charges for the Service will apply. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts and proportions that we determine. For Voice Customers If you pay a flat monthly fee for your calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Our paper bills for Voice contain only a summary of charges. Detailed information is available for a limited period at a password-protected portion of our website.

## CHARGES, FEES, AND TAXES YOU MUST PAY

You agree to pay all charges associated with the Service, including, but not limited to, installation/service call charges, monthly service charges, Equipment charges, measured and per call charges, applicable federal, state, and local taxes and fees (however designated), broadcaster retransmission fees, regulatory recovery fees for municipal, state and federal government fees or assessments imposed on USA Communications, permitted fees and cost recovery charges, or any programs in which USA Communications participates, including, but not limited to, public, educational and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access and programs supporting the 911/E911 system, and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service. YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY. We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Service.

## PAYMENT BY CREDIT CARD OR CHECK



If you use a credit card to pay for the Service, use of the card is governed by the card issuer agreement and you must refer to that agreement for your rights and liabilities as a cardholder. If USA Communications does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize USA Communications to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), or other statements or releases on or accompanying checks or other payments accepted by USA Communications and any such notations shall have no legal effect.

## OUR REMEDIES IF YOU PAY LATE OR FAIL TO PAY

### Late or Non-Payments

You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) USA Communications does not receive payment for the Service by the payment due date or (b) you pay less than the full amount due for the Service. YOU WILL BE ASSESSED A LATE FEE OF \$9.99 PER MONTH FOR EACH ACCOUNT THAT HAS NOT BEEN PAID IN FULL AFTER 20 DAYS FROM THE INVOICE DATE.

Late Payment Fee     \$15.00

Return Payment     \$30.00  
Fee

### Fees Not Considered Interest or Penalties

USA Communications does not anticipate that you will fail to pay for the Service on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges and assessments, because we cannot know in advance: (a) whether you will pay for the Service on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

### Collection Costs

If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency’s fees, reasonable attorneys’ fees and arbitration or court costs.

### Suspension/Disconnect

If you fail to pay the full amount due for any or all of the Service then USA Communications, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service you receive.

## **Reconnection Fees and Related Charges**

If you resume Service after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all Service after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service is subject to our credit policies, this Agreement, and applicable law.

Delinquent Payment Reconnect Fee	\$50.00
-------------------------------------	---------

## **Equipment**

In the event your service is terminated, the converter, remote control and any other equipment provided by us should be returned to our local business office within ten (10) days of the date on which Service is disconnected. You will continue to be billed for the equipment until it is returned. If you have lost or are otherwise unable to return the equipment you will be billed for the equipment. The following charges will be assessed for each piece of unreturned equipment\*\*: \$25 for each M card, smart card, power supply, remote, standard digital receiver and set-top box; \$60 for each cable modem; \$90 for each wireless router; \$120 for each wireless modem; \$130 for each phone device; \$150 for each DVR; \$300 for each transceiver (outdoor antenna); \$350 for each HD receiver and/or TiVo DVR. No refunds will be issued for credit balances on account until all equipment has been returned.

\*\* or other damage, fees, cost, charges, and expenses designated by the USA Communications.

## **OUR RIGHT TO MAKE CREDIT INQUIRIES**

YOU AUTHORIZE USA COMMUNICATIONS TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

## **REFUNDABLE DEPOSIT**

We may require you to pay a refundable deposit when you activate the Service, if you add Equipment and/or Service. If we disconnect your Service or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified

by applicable law return a sum equal to the deposit you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for the Service or for any Equipment that is damaged, altered or not returned).

## PAPER BILL PROCESSING FEE

Customers will be assessed \$1.00 per month paper bill processing fee. Customers have a choice to receive their invoice in electronic form via e-mail to avoid the fee. Please contact us at 877-234-0102 to sign up for Paperless Billing.

## MOVING

Before you move, please call 877-234-0102. This is the best way for us to arrange for your service to be disconnected and to schedule an installation at your new home if your new home is in our service area.

## RESPONSIBILITIES CONCERNING BILLING QUESTIONS

Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact USA Communications within thirty (30) days of the date on the bill. You waive any disputes or credits that you do not report within thirty (30) days.

## A WORD ABOUT CABLE THEFT

Federal law contains both civil and criminal penalties for the unauthorized use or theft of cable services and for manufacturers, suppliers and users of unauthorized devices that facilitate the theft or unauthorized use of cable services. This federal theft-of-service law supplements any existing state or local laws, and provides a remedy against any person who, without authorization, intercepts or receives any communication service which is provided over a cable system. This would include the theft of audio, video, textual data, or other service, including data transmitted to or from a customer over a system that has interactive capability. Cable theft increases our costs in delivering quality service to our customers. We prohibit tampering with our equipment or the use of any equipment to receive unauthorized broadband or other communications services. We will take action to deter theft of service, including service termination, restitution, civil actions for legal damages and, in some cases, criminal prosecution.

## POLICY CHANGES

We regularly review our services, policies, and practices as part of our commitment to improve the quality of services we provide to our subscribers. We may change these services, policies, and practices in the future and, if that occurs, we will notify you of any material changes and the

effective date of those changes through written, electronic or other appropriate means as permitted by law. If you find the change unacceptable, you have the right to cancel your service; however, if you continue to receive services after the effective date of any change, we will consider that your acceptance of the change. You may review our current privacy policy at any time on our website.

## CUSTOMER COMPLAINT PROCEDURES

If you have a complaint regarding your cable television service or your bill, please call our toll-free telephone number, 877-234-0102, which is available 24 hours a day, 7 days a week. (After-hours calls are routed to an answering service.) You can also visit the local business office at the address listed in the [Contact Us](#) section on our website. Alternatively, if you wish to put your comments in writing, your letter should be addressed to USA Communications, 920 E. 56th Street, Suite B, Kearney, NE 68847. We will promptly try to resolve your complaint. If we are unable to resolve your complaint, we will notify you that we are unable to do so and explain the reason why. If you are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact the local franchising authority to discuss your complaint. Please refer to the [local franchising authority](#) posted on our website or call 877-234-0102 for the name and address of your local franchising authority.

## SERVICE PROBLEMS

If you experience a problem with picture or signal quality, you should review your television and/or VCR owner's manual for proper adjustment. If the problem does not clear up, you should call customer service at 877-234-0102. In order to correct the problem, we may need access to your premises. If required, a service call will be scheduled at a time convenient to you. We will make all reasonable efforts to resolve any complaints you have concerning the quality of our signals promptly and efficiently. Excluding conditions beyond our control, we will respond to a service interruption no later than 24 hours after receipt of notification. We respond to other service problems no later than the next business day after notification. If our service technician is unable to correct the problem to your satisfaction we will, at your request, schedule a second service appointment. If we remain unable to correct the problem you will be notified of this fact and the reason why. If you are dissatisfied with our resolution of your service problem, you may contact the local franchising authority to discuss the problem with your service. Please refer to the [local franchising authority](#) posted on our website or call 877-234-0102 for the name and address of your local franchising authority.

## EQUIPMENT COMPATIBILITY

### TELEVISIONS AND VCR COMPATIBILITY

Many newer television sets and videocassette recorders (“VCRs”) are labeled “cable-ready”. Typically, a cable-ready television or VCR is one which, when connected directly to cable service, can receive all unscrambled, non-premium channels (premium channels include such channels as HBO and Showtime). Older televisions and VCRs are more likely to be non-cable-ready, which means they generally receive only some numbered channels (usually channels 2-13). Even if you have an older television or VCR that was advertised as being “cable-ready” or “cable compatible,” the equipment may not perform as you expected when connected directly to our cable system. This is because there previously were no standards applicable to television set manufactures governing the reception of cable channels. According to new federal regulations, televisions and VCRs sold in the United States as of July 1997 cannot be called “cable-ready” or “cable compatible” unless they comply with the new technical requirements adopted by the FCC, including the ability to properly tune cable channels. Existing equipment may meet some but not all of these standards and connecting our cable service directly to such equipment may cause signal degradation or interference. If you are not sure whether your television or VCR is “cable-ready”, you should review the equipment manual and instructions or contact the manufacturer. If your equipment is not fully cable-ready, you can still receive all standard cable channels offering non-scrambled or non-encrypted programming by renting or purchasing a single set-top converter without descrambling or decryption capabilities. For a low monthly fee, we rent set-top converters to our customers that will be compatible with the services you purchase from us. You may also purchase set-top converters at electronic stores or other retail outlets in your area.

HD Receiver	\$8.00/\$12.00 each per month
DVR Receiver	\$10.00/\$15.00 each per month

## **COMPATIBILITY OF SET-TOP CONVERTERS AND CABLECARDS**

Many subscribers currently rent or own set-top converters to receive our cable services. Because a set-top converter functions as the channel tuner on your television or VCR, it may prevent you from using some of the special features and functions of your television or VCR. For example, you may not be able to view one program while recording another, record two or more consecutive programs that appear on different channels, use advanced picture generation and display features such as “picture-in-picture,” channel review or use other features that necessitate channel selection by the television set or VCR. Some of these problems may be resolved by the use of A/B switches, signal splitters, and/or other supplemental equipment that can be purchased from USA Communications or at electronic stores. Please call us if you would like to discuss the type of special equipment needed to resolve individual compatibility problems

or if you have any questions regarding other equipment compatibility issues. In order to enable you to utilize special features, which your television and VCR may have, we will make available, upon your request, equipment which will allow for simultaneous reception of two or more scrambled or encrypted signals and for tuning to alternative channels on a pre-programmed schedule. This equipment could include, for example, set-top converters and multiple descrambler/ decoders and/or timers (or if such devices are not available, multiple set-top devices will be provided) and signal bypass switches. If you plan to purchase cable services that we scramble or encrypt, such as premium, [pay-per-view](#) or digital services, you should make sure that any set-top converter, navigation device or digital-cable-ready television (which can receive digital cable services using a device that we must provide called a CableCARD in place of a converter) that you purchase from a retail outlet is compatible with our system. Due to device limitations, digital cable-ready retail devices using CableCARD technology only receive what is known as “one-way” cable services. Such devices cannot receive “two-way” cable services, such as USA Communications’ electronic program guide, [pay-per-view](#), or switched digital video services. Customers with a TiVo digital cable-ready DVR can access switched digital video services by obtaining a “tuning adapter” device from USA Communications. Customers with the TiVo DVR or other digital cable-ready devices will need a digital set-top box from USA Communications to access switched digital video and other two-way cable services. Two-way digital cable-ready devices are not yet commercially available, but are expected to be available in the near future. Upon your request, we will provide you with the necessary technical parameters necessary for any set-top converter rented or acquired from retail outlets to operate with our cable system. If you see advertisements for set-top converters that have descramblers in them, you should understand that these devices may be illegal to use. Because of the need to protect our scrambled services, we will not authorize the use of any converter/descrambler that does not conform to a required signal security specifications. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept, or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment.

## REMOTE CONTROL UNITS

We provide remote control units to subscribers to access set-top converter features remotely. Currently, we provide subscribers with set-top converters with compatible remote control units. Although we provide remote control units, subscribers may purchase compatible remotes at local electronic stores or other retail outlets. A representative list of compatible remote control models currently available from local retailers includes: MOTOROLA DRC800 4 IN 1, UR4-DCT, UR3-SR3M, UR4-DSR, UR3LSR4M, UR3SR3MMT. Although these remote control units are compatible with the set-top converters that we currently offer, these remotes may not be functional if we change the type of set-top converters we offer to subscribers. If you have any questions regarding whether a particular remote control unit would be compatible with our equipment, please contact us by calling customer service 877-234-0102.

# SUBSCRIBER PRIVACY NOTICE

This is a summary of the subscriber privacy policy for USA Communications (through its operating affiliates Cable Nebraska, Cable Montana, Antilles Wireless, CAP Cable, and USA Communications) (referred to herein as “USA Communications”) for cable, Internet, and voice services (the “Service”). It is provided to you pursuant to federal law which generally protects personally identifiable information that you have provided to us or that we have collected about you using our cable system. We consider the privacy of our customers to be very important, and we are committed to keeping nonpublic personal information about our customers secure and confidential. This privacy policy describes the information that USA Communications collects and how we protect it, how long we keep the information and your right to review it, to correct errors in it and to enforce your rights, as well as the steps that USA Communications takes to protect against unauthorized disclosure of Your information. With respect to our internal security procedures, we maintain physical, electronic and procedural safeguards to protect your nonpublic personal information and we take reasonable precautions to prevent unauthorized access to this information.

## CUSTOMER INFORMATION WE COLLECT

There are two types of information that USA Communications may collect in connection with your use of the Service — personally identifiable information and non-personal information, each of which are discussed in greater detail below. Personally identifiable information We keep regular business records that contain your personally identifiable information which may include: name, address, telephone numbers, e-mail addresses, social security number, driver’s license number, bank account number, credit card number, other billing, payment and credit information service records; payment and deposit history, customer correspondence and complaint, and maintenance records. If you rent your residence, we may have a record of whether landlord permission was required prior to installing our service as well as your landlord’s name, address, and telephone number. For Cable Service Users: USA Communications may also collect the following information: the number of television sets and other devices you may have connected to our cable system and service options you subscribe to and use. For Internet Service Users: USA Communications also collects customer-provided customization settings and preferences. By using the Internet service, Customer consents to our collection of this information and other information communicated to USA Communications such as e-mails, responses to surveys or e-mails, information provided in chat sessions with us, registration information or participation in promotions or contests.

### **Non-personal information**

Non-personal information, including aggregate information about our Customers obtained from other sources, does not identify individual Customers. Examples of non-personal information are log files, which include IP addresses, MAC addresses or other equipment identifiers, among other data. These are used by USA Communications’ website servers to record aggregate

information about site usage for network administration and for aggregate tracking of site usage and to gather broad demographic information. Only anonymous and aggregated Internet usage data, which may be combined with aggregate demographic data, is provided to third parties. However, USA Communications may provide site usage information linked to your personally identifiable information to law enforcement agencies or others in response to appropriate legal processes. USA Communications, or our contractors or agents, may from time to time share aggregate (non-personally identifiable) information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship. In addition, we may collect anonymous and/or aggregate information using set-top boxes and other equipment. When you use our interactive or other transactional services such as [pay-per-view](#), our systems may automatically collect certain information about your use of these services. Most of this information is not personally identifiable information, and is used, by way of example, to carry out a particular request you make using your remote control, set-top box, or other equipment. We may maintain records of research concerning customer satisfaction and viewing habits which are obtained from customer interviews and questionnaires. We may combine the personally identifiable information that we collect as part of our regular business records with personally identifiable information obtained from third parties for the purpose of creating an enhanced customer database and records. We may use aggregate and/or personally identifiable information to better understand how the Service is being used, to improve it, and for network management, bandwidth usage, maintenance, performance measurement, and security purposes, including to determine whether there are violations of any applicable policies and terms of service. USA Communications may combine this data with our business records as necessary to better serve our Customers. USA Communications transmits personally identifiable and non-personally identifiable information about you over the Service when you send and receive e-mail, video mail, and instant messages; transfer and share files, make files accessible, visit Websites, or otherwise use the Service and its features. Our transmission of this information is necessary to render the Service and allow you to use the Service as you have chosen.

## HOW WE USE CUSTOMER INFORMATION

We use the personally identifiable information we collect about you primarily to conduct business activities related to providing you with accurate and high quality customer service, properly deliver Your services, for billing, invoicing, and collections, to better understand how the service is being used, to improve the service, to help us detect and prosecute theft of service, to determine whether there are violations of any applicable policies and terms of service, for fraud prevention, to manage the Service network, and to configure, maintain and/or repair cable modems and/or other cable and Internet service-related devices. USA Communications retains the right to monitor its Internet service for these purposes. Generally we use this information for billing and collections, administration, customer surveys, marketing of our products and services, service delivery and customization, maintenance and operations, fraud prevention, disconnect and reconnect services, and our own tax and accounting records, statistics and demographic studies, and to otherwise comply with law. We also use this information to inform



you when inquiries or changes are made with respect to your account or the services that you receive. We also collect this information so we may provide updates, upgrades, repairs, or replacements for any of the Internet service-related devices or software used in providing or receiving high-speed Internet services. We also may use this information to improve our cable television service and other services and to make programming and advertising more relevant to you without disclosing personally identifiable information about you to programmers or advertisers. Additional information also allows USA Communications to tailor our services, as well as develop and market new services, to better fit Customer's needs.

## DISCLOSURE OF CUSTOMER INFORMATION TO THIRD PARTIES

We may disclose personally identifiable information about you to a third party if (a) you consent in advance in writing or electronically; (b) disclosure is necessary to conduct a legitimate business activity related to the cable service and other services we provide to you; (c) disclosure is required by law, legal process or court order; or (d) disclosure is made to a governmental entity as authorized under Chapters 119, 121, or 206 of Title 18, United States Code, except that such disclosure shall not include records revealing subscriber selection of video programming. Disclosure necessary to conduct a legitimate business activity related to the services we provide includes, but is not limited to, the release of personally identifiable information to employees, contractors, and other agents of the company to install, market, provide and audit cable service; billing and collection services, program guide distributors, software vendors, program and other service suppliers for audit purposes, our attorneys and accountants, and strategic partners offering or providing products or services jointly or on behalf of USA Communications to a third-party purchaser of our cable system assets and/or law enforcement agencies if necessary for the detection and prosecution of theft of services or other unauthorized or illegal activities. The frequency of any disclosure of personally identifiable information varies in accordance with our business needs and activities. Unless you object, from time to time, we may also disclose your name and address for cable-related mailing lists and other purposes. We may also provide certain anonymous or aggregated information to third parties for programming, advertising, and similar purposes. We will not disclose the extent of your viewing or use of a particular service or the nature of any transaction you may make over the cable system except on an anonymous or aggregated basis. If you wish to remove your name from such lists or limit the use of your name at any time, please contact us in writing. If you have previously notified us, in writing, to remove your name from any mailing list, it is NOT necessary to notify us again. Please note, USA Communications does not release the names and addresses of its customers to any third party except as it relates to providing legitimate cable-related services to our customers. USA Communications may use third parties to deliver some features and functions of the Service and those third parties may collect or transmit personally identifiable and non-personally identifiable information about you. These third parties may also have access to preferences you provide to USA Communications to personalize your service. USA Communications restricts third parties' use of Your information to the purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally

identifiable information obtained from us whether for that third party's own marketing purposes or otherwise. However, some of the third parties that USA Communications contracts with provide particular services, such as Internet content or software, when you use such services. You may be providing your name, specific service-related information, and other personally identifiable information directly to the third party service provider. In such instances, you may become a customer of a third party directly and accordingly be subject to such third party's terms of service and privacy policies and USA Communications will have no control of such third party's use of your personally identifiable information. This may occur, for example, when you link to other websites from our website. Although some of these other sites may be co-branded with USA Communications and look like USA Communications' service offerings, USA Communications is not responsible for the privacy practices of these other sites. We encourage You to be aware when You leave our website and read the privacy policies of every Website that collects personally identifiable information about You, whether the site is co-branded with USA Communications or not. As noted above, USA Communications also may disclose your personally identifiable information to governmental agencies or to comply with valid legal process. Such disclosures may be made pursuant to an administrative subpoena, warrant, court order, or in our reasonable discretion, in the event of an emergency giving rise to the threat of serious physical injury. In these situations, USA Communications may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. In response to a subpoena, we may be required to disclose to the government the following records: Your name and address, records of Your Internet sessions (including session times and duration), how long You have subscribed to our service (including start date and the type of service utilized), Your telephone number or other subscriber account identifying number, including any Internet or network address(es) assigned to You by our network; and the means and source of Your payment including any credit card or bank account number. In addition, if we receive a Federal or State search warrant or court order we may be required to disclose to law enforcement agencies the content of, and other records relating to, e-mail messages (including attachments to e-mail messages and records relating to Your e-mail and Internet use), without notice to You. Law enforcement agencies may, by Federal or State court order, and without notice to you, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of mail sent and received. USA Communications may also use or disclose personally identifiable information about You without Your consent to protect our customers, employees, or property, in emergency situations, to enforce our rights in court or elsewhere or directly with You, and for detection of and enforcement against violations of the Service's terms of service and policies (including our Acceptable Use Policy). [L L L L]  
[SEP SEP] USA Communications may also disclose personally identifying information about you and/or your account at its sole discretion in order to comply with the Digital Millennium Copyright Act or any other laws, to enforce its Acceptable Use Policy, to protect the integrity of USA Communications' network or to protect our other Customers. In such circumstances, USA Communications may disclose your personal information to private individuals or to government entities. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders, in which case it may be incumbent upon You to object to or take specific action to prevent or limit such disclosures.

## HOW WE PROTECT THE INFORMATION

We follow standard industry practices and take such actions as are reasonably necessary to prevent unauthorized access to customers' personally identifiable information by a person other than the customer or us. We cannot guarantee, however, that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information. USA Communications takes the security of our Customers' personally identifiable information seriously. USA Communications takes such actions as are reasonably necessary to prevent unauthorized access by entities other than USA Communications to personally identifiable information. USA Communications uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. USA Communications restricts access to its customer database and secures the content by use of firewalls and other security methods. USA Communications limits access to databases containing Customers' personally identifiable information to authorized employees and agents of USA Communications and other parties identified in the disclosure section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information. Customer Proprietary Network Information Certification Statement USA Communications enforces the following procedure regarding protection for our phone customers: Customer Service Representatives are required to verify the following account information to protect the customer's CPNI: account holder name, authorized user names, phone number, address and bill to address, last 4 digits of the account owner and authorized user's social security number, and password verification. USA Communications also enforces the additional standards for our phone customers: We do not sell or provide any unrelated third party information regarding our customers. All customers are automatically 'opted-out' for consent to disclose CPNI to these unrelated third parties or to any joint venture partner or independent contractors. On-line access to CPNI is protected by a password pin number established by the customers and maintained by our carrier. The password is also setup in our billing system for each phone customer and is required before providing any information or making any change to the individual's phone service. Notification to our customers and law enforcement is provided in instances of breaches of confidentiality. All Customer Service Representatives and Technical Support staff are trained on the above requirements. The billing manager audits our phone customers on a routine basis to determine that all phone customers have a password pin number on file. The CSR and Technical Support managers routinely listen to staff calls with customers to ensure the above procedures are maintained. All information kept on our servers are protected by our network firewalls and maintained by our Information Technology Officer. We also provide internal network security mechanisms.

## HOW LONG INFORMATION IS KEPT

We will maintain information about you for as long as we provide service to you and for a longer time if necessary for related business activities. Ordinarily, we will keep records for at least seven (7) years for tax reasons. When information is no longer necessary for our purposes, we

will destroy the information unless there is a court order or a pending legitimate request or governmental order to inspect or maintain the information.

## USE OF “COOKIES”

Cookies are small files stored on a computer's hard drive to simplify and improve a user's Web experience. A website may store information in a cookie about your computer configuration, or your browser may save a cookie with your user name and password. These allow for more efficient provision of information to you when you revisit a site and easier access to a website's contents. USA Communications also uses cookies to ensure the efficient use of its network. Some of our business relationships are with vendors who may use cookies (for example, search engines) or in connection with their own advertisers and other business partners; however, we have no access to or control over these cookies. Please refer to each of the vendors' websites to determine how they utilize cookies. You may access or delete cookies that may be on your individual computer system. You may also be able to prevent or disable any new cookies on your computer, but certain websites may not let You visit or perform other functions if cookies are disabled or prevented. USA Communications has no control over those websites or that process. PROTECTION OF CHILDREN'S PRIVACY USA Communications is concerned about Children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 through the Service without verifiable parental consent. At those specific web pages at which USA Communications collects such information, USA Communications will provide a special notice or other information describing the additional privacy protections that may apply. USA Communications urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the Internet and urges parents and legal guardian's to be vigilant regarding children's Internet usage. Other services or web pages accessed through USA Communications' Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

## RIGHT TO REVIEW AND CORRECT THE INFORMATION

You have the right to inspect our records that contain information specifically about you, correct any error in our information, and enforce your rights under federal law. We will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is incorrect. Except for disclosures to a governmental entity as authorized under Chapters 119, 121, or 206 of Title 18, United States Code or when we are prohibited from notifying you by a court or administrative order, you generally have a right to advance notice and an opportunity to participate in a proceeding in which the government seeks to obtain your personally identifiable information from us. If you wish to inspect the records pertaining to you at our system office or review your statutory rights, please contact us to set up an appointment during regular business hours. Federal law limits our collection and disclosure of personally identifiable information as described above, and an aggrieved party may bring a

private action in a United States District Court to enforce his/her federal rights, including recovery of statutory damages and costs.

## HOW TO PROHIBIT OR LIMIT USE AND DISCLOSURE OF INFORMATION

If you do not want your name, address or level of service disclosed to unaffiliated third parties as explained above, please register this preference by calling 877-234-0102.

## IMPORTANT NOTE REGARDING YOUR PRIVACY

You need to help protect the privacy of your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that you may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks, or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of your personally identifiable information. You are responsible for the security of your information when using unencrypted, open access or otherwise unsecured networks in your home. USA Communications will never ask you to provide account sign-in passwords, credit card numbers, or other sensitive information through unsolicited email. If we request such information from you, we will always direct you to USA Communications' website. You should, however, be aware of imposter websites pretending to be USA Communications'. If you have received email requesting that you sign in or provide information that you suspect was not sent by USA Communications, DO NOT CLICK ON THE LINK IN THE EMAIL, but use your own browser to go to USA Communications' site. If you are directed to a website that you do not believe is USA Communications', please contact USA Communications at 877-234-0102. USA Communications will also not ask for your Internet account password over the telephone except for technical support troubleshooting purposes for which the customer initiates the call.

FILED  
SEP 15 2011 VIOLATED RIGHTS The Cable Act provides you with a civil cause of action for damages, attorneys' fees and costs in Federal District Court should You believe that USA Communications has violated any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information. You may have recourse under other applicable laws as well.

## POLICY CHANGES

We regularly review our services, policies, and practices as part of our commitment to improve the quality of services we provide to our subscribers. We may change these services, policies, and practices in the future and, if that occurs, we will notify you of any material changes and the effective date of those changes through written, electronic or other appropriate means as permitted by law. If you find the change unacceptable, you have the right to cancel your service; however, if you continue to receive services after the effective date of any change, we will

consider that your acceptance of the change. You may review our current privacy policy at any time on our website.

## VOICE SERVICE ACCEPTABLE USE POLICY

USA Communications is dedicated to providing its users with the best voice service available. As part of its efforts to accomplish that objective, USA Communications has implemented this Acceptable Use Policy (“AUP”), pursuant to which USA Communications may utilize measures intended to secure its network against unauthorized access and/or abuse, while at the same time making the network accessible for authorized and legitimate users to the greatest extent possible. As a USA Communications user, you agree to be bound by the terms of this AUP. The terms and conditions set forth in this AUP apply in addition to the terms and conditions set forth in the USA Communications Service Agreement and the USA Communications Privacy Policy. Capitalized terms not otherwise defined in this AUP shall have the meanings ascribed to them in the USA Communications Service Agreement. USA Communications, in its sole and absolute discretion, may suspend or terminate a user’s access to USA Communications’ network in the event such user violates or attempts to violate the provisions of this AUP. USA Communications may act based on any evidence, including usage patterns and previous customer activity, that it reasonably believes indicates a violation of this AUP. The users of USA Communications’ network are responsible for complying with all applicable local, state, federal, and international laws, rules, and regulations. Use of USA Communications’ systems or service in connection with any attempt to break any such laws, rules, or regulations constitutes a violation of this AUP and may result in prosecution against the offender by the proper authorities. If such an event should occur, USA Communications will cooperate with the authorities to the fullest extent permitted in providing information and assisting with the prosecution process.

## USA COMMUNICATIONS MAY REFUSE, DISCONTINUE, OR TERMINATE VOICE SERVICE UNDER THE FOLLOWING CONDITIONS:

For non-compliance with and/or violation of any State or municipal law, ordinance, or regulation pertaining to the voice service. For the use of voice service for any other location or purpose than described in the USA Communications Service Agreement, including use of services intended for residential use for commercial purposes. For use of any equipment or service for autodialing, continuous or extensive call forwarding, or to connect to any device that permits the services to be used as an outbound trunk by more than one individual. For use of the service for telemarketing, fax broadcasting, spam or junk email. For neglect or refusal to provide reasonable access to USA Communications for the purpose of inspection and maintenance of equipment owned by USA Communications. For use of equipment for a purpose other than that for which it is provided, or when its use interferes with or impairs or would interfere with or impair any other service provided by USA Communications, or in such manner as to adversely affect USA Communications’ equipment or USA Communications’ service to others. For

tampering with the equipment furnished and owned by USA Communications. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, USA Communications may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. For using or permitting the use of obscene, profane, or grossly abusive language or making or permitting others to make harassing calls over or by means of USA Communications' facilities. USA Communications considers Acceptable use to be 3,000 residential minutes per month. Whenever service is discontinued or terminated for violation of this policy, USA Communications shall notify the customer in writing of the reason for such refusal, discontinuance, or termination of service. Upon such discontinuance or termination, the customer shall be responsible for the payment of all charges due, which includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both. Service shall be initiated or restored when cause for refusal or discontinuance has been satisfactorily adjusted.

## POLICY CHANGES

We regularly review our services, policies, and practices as part of our commitment to improve the quality of services we provide to our subscribers. We may change these services, policies, and practices in the future and, if that occurs, we will notify you of any material changes and the effective date of those changes through written, electronic or other appropriate means as permitted by law. If you find the change unacceptable, you have the right to cancel your service; however, if you continue to receive services after the effective date of any change, we will consider that your acceptance of the change. You may review our current privacy policy at any time on our website.

### **PLEASE CONTACT US**

If you have a questions or concerns, please call our toll-free telephone number, 877-234-0102, which is available 24 hours a day, 7 days a week. (After-hours calls are routed to an answering service.) You can also visit the local business office at the address listed in the [Contact Us](#) section on our website. Alternatively, if you wish to put your comments in writing, your letter should be addressed to USA Communications, 920 E. 56th Street, Suite B, Kearney, NE 68847. Or visit our website at [www.usacommuncations.tv](http://www.usacommuncations.tv) for more information.