

**Why Am I Receiving this Notice?** As a subscriber to South Slope Communications (“**South Slope**”) digital television service, you are entitled to this notice regarding our television products and services and certain policies applicable to such service. South Slope will provide you with a copy of this notice at least annually and at any time upon request. This notice does not amend or supersede your service contract. If you have any questions about the policies described in this notice, or if you have any questions or complaints about your digital television service, please contact South Slope at the address and telephone number listed on your monthly billing statement.

**Service Options.** South Slope provides digital television service, including multichannel packages of cable and broadcast programming, premium channels or premium channel packages, and pay per view (PPV) services. South Slope also provides ancillary equipment (i.e. set top boxes (STBs) and remote controls) and enhanced services and features (i.e., DVR, whole-home DVR and caller ID on TV). A complete list of all digital television products and services offered, including current pricing, is available via our website at [www.southslope.com](http://www.southslope.com). South Slope will provide you with a copy of our current product and services catalog at any time upon request.

**Pricing and Channel Lineup.** South Slope has limited influence or control over the availability, cost and quality of video programming. These and other factors may influence the decision to delete programming from a service package or to raise prices and the amount of any increase. We reserve the right to change, rearrange, add or delete our service packages, the programming selections in those service packages and our prices. For any change within our reasonable control, we will provide reasonable prior notice of such change in conformity with applicable law and regulations. Notwithstanding the preceding, content, programs and/or formats associated with any programming service may be discontinued, modified or changed by the owners of such services at any time without prior notice to customers. A complete channel lineup for each of our television service packages, including current pricing, is available at [www.southslope.com](http://www.southslope.com). South Slope will provide you with a copy of our current channel lineup at any time upon request.

**Conditions of Service.** As a condition of receiving service, you may be required to enter into a separate service agreement. Your service contract may require bundling with other communications services. You agree to be bound by any required service agreement along with all applicable terms and conditions of service. Your service contract may include additional terms and conditions approved by South Slope and communicated to you in writing from time to time, including applicable charges and/or promotional discounts for specific services requested by you.

**Billing Policies.** Recurring service charges are billed monthly in advance. Bills will be issued via paper or electronic invoice. Installation charges, service calls, usage based fees (PPV, etc.) and other non-recurring charges or items that cannot be billed in advance will be billed in arrears on the following month’s invoice. All service charges, along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges and other applicable charges and fees will be itemized on your invoice. Payment for service, including all applicable taxes, fees and surcharges, must be received by the due date on the invoice. Failure to pay invoices when due may result in late payment fees of up to 1.5%/month (18%/ year) on the unpaid balance and/or other penalties, including suspension or disconnection of service.

**Service Installation.** Installation of service includes the connection of one TV for each stream supported by an STB. We will install equipment provided by us in accordance with our policies as in effect from time to time. Equipment is provided to you for the term of service and solely for your use in connection with lawfully receiving and using service. All such equipment remains the property of South Slope and must be maintained and returned as set forth in your service contract. In certain circumstances, you may elect to independently acquire or supply equipment instead of using equipment provided by South Slope. We are not responsible in any way for the compatibility or fitness for use of any customer supplied equipment, including any end-user devices. Degradation of service due to the connection of additional TV’s, cables, connectors, splitters, game systems, or other devices is your responsibility, and South Slope shall have no liability or obligation concerning the same. Troubleshooting and/or repair of any service issue where customer installed or owned TV’s, cables, connectors, splitters, game systems, or other devices are found to be the cause of the problem will result in an hourly charge plus the cost of materials.

**Service Maintenance.** South Slope undertakes reasonable efforts to maintain its network and respond to service or trouble calls in a timely manner; we will use commercially reasonable efforts to repair damage to South Slope-provided equipment or interruption of service due to reasonable wear and tear or technical malfunction. During the initial installation, South Slope warrants that the services and materials provided for standard installation will be free from defects for a period of sixty (60) days from the date of installation. During such warranty period, we will replace and/or correct or repair any defective workmanship or materials that are reported by contacting our customer service numbers. Our 60-day installation warranty does not include non-standard installation options, including hook-up or set-up of customer premise equipment, special wiring or trenching or other non-standard work or services. Physical damage to equipment caused by your intentional or negligent misuse is your sole responsibility. We assume no liability for damage to equipment due to circumstances beyond its control, including without limitation acts of God, natural disaster, fire, civil disturbance, strike or weather.

**Equipment Compatibility.** Certain models of television receivers and other devices (VCRs, DVD Players, TiVo, etc.) may not be able to receive all of the channels offered on our system. South Slope provides remote control devices which are compatible with our STBs. Remote control devices available from retail outlets may also be compatible with our STBs. Please visit our website at [www.southslope.com](http://www.southslope.com) for additional instructions for using our cable service and for useful troubleshooting tips, including user guides for South Slope-provided STBs and remote control devices.

**Your Legal Rights.** As a subscriber to digital television service, or to other services provided over our digital television system, you are entitled to this notice regarding our privacy practices and your rights under Section 631 of the Cable Communications Policy Act of 1984 (the “**Cable Act**”). This notice covers personally identifiable information that you have furnished to us or that we have collected while providing television service to you. Personally identifiable information is information that identifies a particular person. It does not include aggregate customer information that does not identify a particular person. Under the Cable Act, you are entitled to know:

- The nature of any personally identifiable information we may collect and the ways we may use this information
- Under what circumstances and to what parties we may disclose personally identifiable information
- How long we will maintain your personally identifiable information
- The times and places where you may access your personally identifiable information
- Your rights under the Cable Act concerning personally identifiable information

**Information Collected.** We collect personally identifiable information as needed to provide our digital television service or other services to subscribers or to detect

unauthorized reception of service. The Cable Act prohibits us from using our digital television system to collect personally identifiable information about you for any other purpose without your prior written or electronic consent. The personally identifiable information we collect typically includes: name, address, telephone number, driver's license number, social security number, and credit card or bank account number. We may also collect other information related to your ordering and use of service such as: service and credit records, past correspondence with you, the services you subscribe to and your navigation through those services, the purchases you make over the system, and the types and number of devices you use to connect to the system. If you rent your residence, we may have a record of whether landlord permission was required to install our service facilities as well as your landlord's name and contact information. To provide you with the highest quality service and a more personalized experience, we also may collect information such as your locality and the service preferences you indicate through your voluntary interaction with the system. We may also maintain research records containing information obtained through voluntary subscriber interviews or surveys.

**Use of Your Information.** As permitted by the Cable Act, we use personally identifiable information in order to provide digital television service and other services to you, and to help us detect theft of service. This means maintaining good business records for a number of business activities, including but not limited to records needed:

- To render service and ensure that you are receiving the services you ordered
- To allow us to properly maintain those services and to make improvements or upgrades when necessary
- To confirm that you are being properly billed
- To inform you of new products or services that may be of interest to you
- To allow us to understand the use of, and identify improvements to, our services
- To prevent fraud, including the unauthorized use of our service
- To operate and safeguard our network and systems
- For legal, accounting and other purposes related to our business
- To ensure our compliance with the law
- For other purposes related to our business which we clearly identify at the time we request the information

**Disclosure of Your Information.** We follow industry-standard practices to prevent unauthorized use, disclosure or access to personally identifiable information. We consider all personally identifiable information contained in our business records to be confidential. We are, however, authorized under the Cable Act to disclose personally identifiable information if the disclosure is necessary to provide or conduct a legitimate business activity related to digital television service or other services provided over our television systems or as required by law or legal process. We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees or property, in emergency situations, and to enforce our rights under our terms of service and policies, in court or elsewhere. Our disclosure of personally identifiable information to other parties (such as our affiliates, vendors, and agents) will depend on whether it is necessary to conduct a legitimate business activity related to digital television service or other services rendered to you. For example, we may engage such parties to assist us in billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention. We may also disclose personally identifiable information about you to outside auditors and regulators. We may also collect, use, and disclose information in non-personally identifiable or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or any transaction you have made over our system. In the event of a merger, acquisition, or sale of all or a portion of our assets, our subscribers' personally identifiable information will, in most instances, be transferred as part of the transaction.

**Disclosure Required by Law.** We make every reasonable effort to protect our subscribers' privacy as described in this notice; however, we may be required by law to disclose personally identifiable information about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order or search warrant. The Cable Act may require that we disclose personally identifiable information to a third party or governmental entity in response to a court order or other legal process. In the event the court order is sought by a non-governmental entity, we are required to notify you of the court order and your opportunity to appear in court and contest the order. If the court order or other legal process is sought by a governmental entity, the Cable Act requires that we disclose the information to the government unless the records sought involve your programming selections, in which case you will be given the opportunity to appear and contest any claims made in support of the court order or legal process.

**Limitations on Disclosure.** The Cable Act permits cable operators to disclose subscriber name and address information to other parties, but only after providing subscribers with the opportunity to limit or prohibit such disclosure. It is our policy not to disclose any personally identifiable information about you to any other parties (other than affiliates, vendors, and business partners as necessary to conduct a legitimate business activity related to digital television service or other services rendered to you), unless you provide your prior consent or we are required by law to make the disclosure. Before South Slope ever makes subscriber name and address information available to any other parties, it will provide you with notice and an opportunity to prohibit or limit such disclosure.

**Maintaining Your Information.** We will maintain personally identifiable information about you no longer than necessary for the purpose for which it was collected. This means we may also maintain this information for a period of time after you are no longer a subscriber if it is necessary for business, legal or tax purposes. We will destroy the information if we have no pending requests, orders or court orders for access to this information, after we determine that it is no longer necessary for the purposes for which it was collected and in compliance with any applicable federal, state or local laws or requirements.

**Access to Your Information.** If you would like to see your personally identifiable information, please send us a written request to our address as listed on your bill for digital television service. We will be glad to arrange a convenient time and location during regular business hours for you to see the information upon furnishing proper identification. You will only be permitted to examine records that contain personally identifiable information about you and no one else. If you believe any of your personally identifiable information is inaccurate, we will work with you to ensure that the appropriate corrections are made. We reserve the right to charge you for the cost of photocopying any documents that you request.

**Violations.** If you believe that your privacy rights have been violated, please contact us immediately. We will take immediate steps to address your concerns. If you believe that you have been aggrieved as a result of our violation of applicable provisions of the Cable Act, you may enforce the limitations imposed on us through a civil lawsuit seeking damages, attorneys' fees and litigation costs. Other rights and remedies may be available to you under federal, state or local laws.

**Changes to this Notice.** As required by the Cable Act, we will provide you with a copy of our subscriber privacy notice on an annual basis. We may modify this notice at any time. We will notify you of any material changes through written, electronic or other means as permitted by law. If you continue to use your service following notice of the change, we will consider such continued use as your acceptance of the change.