



ANNUAL NOTICE

The Federal Communications Commission requires Sparklight to provide certain information to its customers on an annual basis. The information in this notice may change in the future. Customers receiving service as part of a commercial account, bulk rate or similar arrangement may be subject to separate policies or procedures. In this document, "Sparklight" means Sparklight, Inc. and any Sparklight affiliate or subsidiary authorized to provide you with services, including, Sparklight VoIP LLC.

OVERVIEW OF OUR SERVICES

Economy Service Tier: (Basic Tier Availability) The Economy Tier is our lowest level of video service. Economy includes all available off air broadcast stations and may include any public, educational and government access channels required by local franchise. All such programming varies by community served and is subject to change at any time, subject to applicable law. Pursuant to federal law, cable customers must subscribe to Economy Tier in order to subscribe to any other cable video service.

Other Services: Where available, the following services are optional levels of service above and beyond the Economy Cable, Standard Cable, Digital Basic Tier (Digital Value Pak Sparklight, Family Plus Pak NewWave), Premium Services, Hispanic Tier, High-Speed Internet and Phone.

Channel, Service, Price and Other Changes: Subject to applicable law, Sparklight has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, email, or other communication. Continuing to receive services after the change constitutes acceptance of the change.

Channel Lineup: A complete listing of our current channel lineup, including all programming options and available additional services, can be reviewed at sparklight.com. Your channel lineup is also available through your on-screen guide. A printed copy is also available at your local cable system office or you may call us at the number on your bill to obtain a copy.

Programming Schedules: Sparklight receives programming from various broadcast and cable networks. Sparklight 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.

Notification of Programming Changes Within Our Control: Sparklight provides notice to its Customers at least thirty (30) days in advance of the deletion of any programming service (if the change is within Sparklight's control), channel assignment changes or rate increases.

INSTALLATION & SERVICE MAINTENANCE POLICIES

Installation: For scheduling of installations or maintenance, please contact a local office. To avoid confusion later, we require that the account holder sign for any necessary equipment as well as sign any service agreements or work orders. The account holder may also authorize in writing anyone else over age 18 to sign for the account holder. The account holder is responsible whether they signed or not. The account holder or authorized person must be present at installation. If a credit card

is required for a promotional service or otherwise, you may not use another person's card. Sparklight reserves the right to condition service on a satisfactory credit review and provision of a deposit or other security in appropriate circumstances.

Products and Services Offered: You may decide to add new services or substitute something else for what you have. Sparklight offers a number of additional and optional services (including interactive programming guides, DVR, telephone, and Internet services), along with a number of video service tiers, such as our basic tier, expanded basic tier, and several premium tiers. A listing of our current service packages and prices is included with this notice and updated information is available on our website, sparklight.com. For scheduling, please contact a local office.

Moving: If you are disconnecting your Sparklight services, please call our Customer Service Department at 1-877-692-2253. This is the best way for us to schedule a disconnect for your service and to make arrangements for the return of Sparklight's equipment. If you want services in your new home, we will schedule a transfer of service to your new address. Converters, remote control devices, modems, and any other equipment provided by Sparklight should be returned within 7 days to Sparklight, should you decide to disconnect your service. As discussed below under 'Sparklight Equipment,' to avoid imposition of additional charges, you are responsible for these items until the equipment is returned in proper working condition. If you are currently under contract, additional penalties and fees may apply.

Service Calls: If you are experiencing trouble with your service, please contact our Customer Service Department at 1-877-692-2253. If a customer service representative cannot resolve the problem with you over the phone, we will schedule a service technician visit. Technicians will be dispatched to address service problems on a prioritized basis. Emergencies such as fallen lines, violent storms, ice, or other weather related problems may interfere with service. We seek to ensure consistently reliable services, but from time to time, service outages can occur. Additional truck roll fees may apply when the problem is caused by the Customer or use of non-Sparklight equipment.

Access to Customer Premises: By ordering service, you agree to allow Sparklight employees and agents access to your premises at reasonable times to inspect and maintain the cable equipment and, upon termination of service, to remove the equipment. Under no circumstances shall Sparklight be deemed to have abandoned equipment that it does not remove.

Sparklight Equipment: The equipment that we provide to our subscribers shall remain the property of Sparklight and must be returned to us if service is discontinued for any reason, or any time that the company wishes to exchange such equipment. Failure to return Sparklight equipment may result in charges being applied to your account as specified in our equipment agreement or as permitted by law. We will replace or repair Sparklight equipment at no charge in the event of a failure due to normal use. Remote control devices can be repaired or replaced in our office. The customer is responsible for replacement of remote control batteries. See your copy of our equipment agreement for additional details. Batteries contained within a Sparklight leaded Emta may be replaced by purchasing a battery from <https://shop.surfboard.com/Sparklight-store/> or any other retailer that supplies a replacement battery compatible with the Emta. Customers may also choose an extended external battery backup option – see "Alternative Battery Backup" article below.

Alternative Battery Backup: Customers who wish to use an alternative battery backup solution for an extended battery backup period can purchase an Uninterruptible Power Supply (UPS) from many brick-and-mortar and online retailers. While we do not endorse any particular solution, the following Uninterruptible Power Supply (UPS) solution is an example of one that is generally available for purchase

in brick-and-mortar or online electronic retail stores and can provide 24 hours of battery backup for the phone EMTA provided by Cable ONE:

<https://www.apc.com/shop/us/en/products/APC-Smart-UPS-X-750VA-Rack-Tower-LCD-120V/P-SMX750> APC Smart-UPS X 750VA Rack/Tower LCD 120V

<https://www.apc.com/shop/us/en/products/APC-Smart-UPS-X-Series-48V-External-Battery-Pack-Rack-Tower/P-SMX48RMBP2U> APC Smart-UPS X-Series 48V External Battery Pack Rack/Tower

Both units are required for 24 hours of coverage.

HOW TO USE YOUR CABLE SERVICE

How Cable Works: The programming you enjoy on cable television is delivered to you through a complex series of electronic components and many miles of fiber optic and coaxial cable installed throughout your community. For each channel that is cablecast, signals might be received via satellite, fiber, microwave, or broadcast antennas at a central collection point. These signals are then processed, modulated and/or converted for cable distribution.

How to Hook Up Your Cable Service: There are several configurations possible to connect your consumer electronics equipment based upon your specific home equipment and your desired results. Sparklight provides detailed step by step instructions for each configuration on its website as well as printed brochures which are made available at no cost at each Sparklight office. Please go to our web site support.sparklight.com for more connection setups and troubleshooting.

Parental Control Features: Many of Sparklight's converter boxes come equipped with certain parental control features that enable you to block objectionable programming. If your converter box does not have these features and you want a box with these features, please contact your local system. Instructions regarding the use of these features are available on the Sparklight website. In addition, if images or sound appear on scrambled channels that you do not subscribe to and you would like those channels fully blocked, please contact the Customer Service Department at 1-877-692-2253.

High Definition: To receive a channel in HD, customers must subscribe to the channel in Standard Definition, and have a CableCARD, HD receiver, DVR or TiVo.

Theft of Cable Service: Unauthorized cable hook-up, service theft, and/or tampering with cable equipment is a federal crime that is punishable by fines or imprisonment. [See 47 U.S.C. § 553]. This includes 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 can also occur when an individual continues to receive Sparklight's cable signal subsequent to termination of service.

CONSUMER EQUIPMENT NOTICE

Converter Boxes: One of the advantages of our cable service is that we offer many more channels of programming than are available over-the-air. Some customers may have older TV sets or other equipment that is not capable of tuning in all of our channels, including some or all of the local off-the-air television stations which are carried on channel positions above channel 13. Even if you have a TV, VCR or other equipment that was advertised as being able to receive all cable channels or "cable-ready," it still may not be able to receive all of the cable channels that we provide. Also, some TVs, VCRs and other equipment cannot tune all cable channels without some interference. If you believe that any of these situations applies to your equipment, we will, for a monthly fee, provide you with a converter box that will enable you to tune in all of the unscrambled channels to which you subscribe, and simple converter boxes used to receive unscrambled cable channels are generally available for purchase at certain retail outlets.

In addition, because we scramble certain channels we offer, you will need a descrambler if you want to receive scrambled channels regardless of whether your TV or VCR is capable of receiving all of our unscrambled channels. Converter boxes lawfully purchased at retail will not have the capability to unscramble our scrambled programming. To descramble such programming, you will need to contact Sparklight to obtain a descrambler. You may purchase a CableCARD ready TV or other device from a retail outlet, but to descramble services you must rent the CableCARD from Sparklight. Please remember, however, that

converters with built-in descrambling capability or CableCARDS authorized to work with our system may only be obtained from Sparklight. In fact, if you should see advertisements offering to sell cable converter boxes that have descramblers in them (so called "black boxes" or "pirate boxes") or CableCARDS offered by anyone other than Sparklight, you should understand that these devices are illegal to sell or use. Because of the need to protect our scrambled services, we will not authorize the use of any converter with a built-in descrambler, or of any CableCARDS, unless provided by Sparklight. People who use illegal converter/descramblers or CableCARDS are actually stealing cable service and this practice ultimately results in increased prices to our paying subscribers. Sparklight's policy is to prosecute cable theft to the full extent allowed by law.

As you may know, a converter box "converts" the cable channels to a single channel that can be tuned by your TV. This means that while the channels change on the converter box, your TV remains tuned to one channel, usually channel 3 or 4. Please understand that the process of converting all of our channels to a single channel means that you can only receive one channel at a time through the converter. Only this single converted channel can then be viewed on the TV or recorded by a VCR or DVR. This means that there may be certain features of such devices that may not work. For example, simultaneous reception of any two scrambled signals or tuning to alternate channels on a pre-programmed schedule, direct reception of unscrambled signals, taping one program while watching another, recording two or more consecutive programs that appear on different channels, and the use of advanced features like "picture-in-picture" may not be possible without additional equipment. Similarly, the ability to use interactive features such as electronic program guides, and pay-per-view may be affected depending on the type of equipment you have. If you would like to use some of these features, we can provide you with supplemental equipment. This equipment may include an additional converter, or if you have a TV or other equipment that can tune all of our unscrambled cable channels, a switch and/or a special converter with a switch that will enable you to by-pass the converter and tune all unscrambled channels with your TV, VCR or DVR. Please contact us regarding your wishes and we will be happy to give you a schedule of charges for such equipment. In addition, you may purchase by-pass switches at certain retail outlets.

CableCARDS: CableCARDS enable customers to receive digital programming, including high-definition (HD) programs, without a Sparklight issued set-top box. Certain 3rd party devices including TV's, set-top boxes, and other digital cable tuners have ports for CableCARDS. Without the use of a Sparklight set-top box, some features may not be available. In addition, Sparklight has a limited ability to troubleshoot service issues related to customers' use of the 3rd party CableCARD devices. For more information regarding CableCARDS, access support.sparklight.com or contact your local office.

Remote Controls: Sparklight includes a remote-control unit at no charge with each cable converter box. The remote control that came with your TV, VCR, or DVR may also be capable of controlling our converter boxes and you may use it with our equipment if you choose. You may also purchase a "universal" remote control device capable of working with our converters from a retail outlet. Presently, universal remotes do not work with all digital devices. Universal remotes are available from many sources, including consumer appliance stores, electronics outlets, or over the Internet. Note that remote control devices other than the those supplied by Sparklight may not be compatible with certain features or services of our converter boxes. Please contact Sparklight to determine if a particular remote control is compatible with the converter provided for your service.

Modems: Sparklight requires customers of its broadband Internet access service to connect to its network using a model of modem that Sparklight's research has indicated is compatible with its equipment and services, and that does not harm the network. Use of a non-approved modem may be subject to service interruption due to network updates or incompatibility. A DOCSIS 3.0 or higher modem is required to receive nearly all of Sparklight's speed offerings. Although DOCSIS 2.0 modems will operate on Sparklight's network at this time, customers may experience substantially slower speeds than advertised. Information regarding approved modem models can be found at support.sparklight.com or by contacting Sparklight's customer service center at 877-692-2253. The pace of technological change is rapid and due to customer demand and other advancements, modem models previously compatible may become obsolete. Sparklight may require

customers to replace a non-approved or previously approved modem model with an approved one and reserves the right to discontinue provision of service to any non-approved modem. Customers may choose to lease a modem from Sparklight or purchase an approved model from a retailer.

E911 NOTICE

As a component of your phone service, you will normally have access to the emergency 911 service at your registered address. Since E911 response can only determine your location by the address we have on record, you must contact Sparklight before moving your modem to another address. Additionally, your E911 service will not operate if there is a power outage in your home and the battery backup is not charged or does not last as long as the outage or if your service is interrupted due to network or other technical problems.

BILLING PROCEDURES

Billing Cycle: Invoices for customers are generated each month and due in advance. The day that an invoice is generated for a current account, one without any overdue balance, is day 1 of the billing cycle for that account. Invoices are normally generated (and then mailed to a customer) at least five days in advance of the customer's monthly service period. Because different systems may use several different billing cycles, the first day of your billing cycle could be the 1st of the month, or 28th of the month, or something in between. Usage charges such as PPV events for cable television, phone service charges for international calls and directory assistance are billed after use.

Your Monthly Statement: Your monthly statement is generated by our billing service. When you receive your statement we recommend that you examine it carefully. The last date for which payments were posted is shown on the bill. Any payment received after that date will be reflected in your next billing statement. The balance (less any payments you made which are not yet posted) must be paid by the date indicated to avoid late fees or collection activity. The company is not responsible for payments mailed but not received on or before the due date. If you mail your payment, please allow seven business days for it to be posted to your account.

Bill Payments: Sparklight offers many different methods of bill payment. We accept payments at sparklight.com, through the mail using the invoice from your monthly billing statement, through our automated phone system), and also at the various retail payment locations around town. Sparklight also offers the ability to set up Sparklight Easy Pay, a convenient monthly payment solution that will automatically debit your Credit Card, Debit Card, Checking, or Savings account for monthly payment. Sparklight is no longer accepting payments at the local office. Payments made with a customer service representative over the phone will incur a \$10 fee. To avoid that fee when making a phone payment, use our convenient and simple automated payment alternatives. Please visit us at sparklight.com or contact Sparklight for more information about Sparklight Easy Pay, and your many payment options. If you have any questions regarding your bill or disagree with any portion of your bill, immediately contact Sparklight with your concerns. To make corrections or challenge a charge, you must contact us no later than 60 days from the bill's Due By date at 1-855-425-6161. For any other billing questions, please go to support.sparklight.com.

Late Fees: Upon a customer's failure to pay an invoice before the next monthly invoice is generated (on approximately day 30 of the billing cycle) Sparklight may impose a late fee of \$8.00 on the account, in accordance with applicable laws, and show the assessment of this late fee on the invoice. If the account is still delinquent on day 40 of the billing cycle, Sparklight may assess a second late fee of \$2.00 to the account. Sparklight will not assess this second late fee if services have already been terminated for non-payment. Sparklight may terminate services on any account and require the return of its equipment on any account that has not paid its invoice by the beginning of the subsequent billing cycle. If Sparklight makes a collection or disconnect attempt at the subscriber's residence, then we may also be entitled to assess an additional charge for that home collection or disconnect effort. The late fees, collection and disconnect fees serve to benefit customers who pay in a timely fashion. Our rate schedule has been established with the anticipation that bills will be paid on time. Due to the difficulty in predicting what costs we will incur as a result of any specific late payments, our late fees are intended to be a reasonable estimate of our costs due to late payment. This is not an extension of credit, and the fees are not interest, a credit

service charge or a finance charge. The above late fee practices are modified in certain states to comply with applicable state or local laws, rules or regulations.

Disconnect Policy: A customer may request to have his cable service disconnected at any time. Billing for service will stop on the day you request the service to be discontinued, subject to billing for applicable fees and outstanding amounts due. Additionally, equipment Sparklight has provided to you must be returned upon disconnection of service or appropriate charges will apply.

Reconnect/Reactivation Fee: If you do not pay your bill in full by its due date, or you at any time fail, neglect or refuse to make timely payment for your services, we may electronically or physically disconnect or disable your services and, in such event, we will be wholly relieved from any and all of our duties and obligations under this agreement ("Disconnected Services"). Such disconnection or disablement will only take place after late fees have already been applied per the paragraph above. In the event you desire to reactivate your Disconnected Services, we will require you to pay, and you agree to pay, before we are required to reconnect or reactivate your services, all past due charges and all outstanding balances accrued through the date of such disconnection, plus a Reconnect Fee.

Disruption of Service: You should notify Sparklight as soon as possible of any service outage you are experiencing. Sparklight endeavors to respond and resolve outages in a Customer's Service within 24 hours of the outage being reported. Unless otherwise required under applicable law, Sparklight shall provide you with the proportionate credit for those qualifying outages that last for 4 or more consecutive hours, after such interruption is reported to us and for which you have requested a credit within 60 days after the conclusion of such service outage. Such credit shall not exceed your monthly recurring charges for service at the time of the service outage and shall exclude all one-time, nonrecurring, and per view/use charges, as well as governmental, franchise, regulatory, or other similar required or permissible fees, surcharges, or taxes. In no event shall Sparklight be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond Sparklight's reasonable control. Except where specifically prohibited by law, the outage credit set forth herein shall be your sole and exclusive remedy for an interruption of service.

Billing Disputes: If you ever have any questions about your bill, call our Customer Service Department as soon as possible. When our representative answers your call, be as specific as you can in describing your question or problem, and no later than 60 days from the Due By date. A customer service representative will check our computer records for your account and will usually be able to answer your question while you are on the phone. Occasionally, it may be necessary for us to check records that are not immediately available. In these cases, we will ask for a telephone number where we can reach you as soon as that research has been completed. Where you have concerns regarding particular charges on your monthly statement, be sure to mention to the customer service representative the amount that you dispute. We encourage you to voluntarily pay any amounts not in dispute on time to avoid the assessment of applicable late fees.

Subscriber Notices: In the event of a required notice to our subscribers, we will attempt to provide notice by the most effective means under the circumstances, which might include notice in the billing envelope, on the billing statement, a text crawl on a television channel, via e-mail, on our website, a newspaper announcement or a combination where appropriate.

COMPLAINT RESOLUTION

We are committed to providing the best possible customer service and a broad range of quality programming. Sparklight's policies are intended to follow the Federal Communications Commission's guidelines on customer service. We are proud of our fine relationship with our municipalities and subscribers and look forward to many years of continued service to the community. In compliance with FCC regulations, we are pleased to provide you with the following procedures in case of any problems with our service. Any time you have a problem with your cable reception or high speed internet or phone service, please call our Customer Service Department at 1-877-692-2253, where we have customer service representatives on duty to help you or arrange for a technician to address the problem. All efforts will be made by our service technicians and other associates to resolve any complaints concerning the technical quality of service promptly and efficiently. If your problems are not

resolved to your satisfaction, please feel free to speak to your cable system general manager, who will review the problem and take corrective action. If we are not able to take any further action to correct the problem, we will promptly inform you of our determination and the reasons we cannot correct the problem. Most problems can be resolved with the above procedures. If your problem is not handled to your satisfaction, you may feel free to contact the regulatory authorities which are listed in this notice. We appreciate your business and look forward to providing you with the finest service. Technical support is available 24 hours a day, 7 days a week, including holidays. Billing support is available during normal business hours, Monday through Friday.

PRIVACY NOTICE

To provide you with the best Sparklight services, including cable television, digital cable, Internet services, and phone services, we collect and keep on file certain information about our subscribers. This notice will tell you what information we collect, how we use it, and how you can help us make sure it is correct. In this Privacy Notice, the terms “subscriber” or “you” refer to customers of our Sparklight cable or other services. The terms “Sparklight”, “we”, “our”, or “us” refer to Sparklight, Inc. and the cable television system in your local area.

COLLECTION OF PERSONALLY IDENTIFIABLE INFORMATION

We collect certain personally identifiable information from our subscribers in connection with the provision of our cable and other services. The types of information that may constitute personally identifiable information include name; home, e-mail and alternate billing addresses; telephone, social security or driver’s license numbers; credit or bank account data, services you ask to receive; service connection and device information; service preferences or transactions you initiate through your voluntary interaction with the service; subscriber correspondence, accounting, maintenance and repair records; service complaints, home ownership or rental information; and other information that you provide to us or that we may request to provide our services to you and/or to maintain regular business records. We specifically ask that you provide contact information and by doing so you agree that we or our agent may contact you using an autodialer or through pre-recorded messages. We may also have a record of the devices that you use to connect to our services in your home, including the location and configuration of these devices and a list of the equipment we installed in your home. We may also collect additional subscriber information during voluntary interviews or surveys. When cable modem subscribers access the Sparklight Internet portal page or other Sparklight websites, Sparklight, its affiliates, partners and advertisers may use various software devices to collect information to allow participation in certain online activities or to facilitate online access. We may collect personally identifiable information that you provide to us through our presence on third party websites, such as social networking websites. These third parties may retain the information you provide to us in this manner under their own terms and privacy policies. Sparklight may also collect cable modem technical data and information about aggregate cable modem usage for service offering analysis. This process generally does not involve the collection of additional subscriber personally identifiable information. To protect the security of our services, we may also operate certain network protection features that automatically scan proper subscriber use of the Sparklight services and that scan certain electronic addresses, identifiers or communications to protect against spam and/or viruses. Other than monitoring bandwidth usage, we do not collect additional personally identifiable information while utilizing these protection features. During the course of provision of phone services, Sparklight may accumulate customer information that relates to the quantity, technical configuration, type, destination, and location of Sparklight Phone Services used by you as a Sparklight Phone Services customer.

USE OF COLLECTED INFORMATION

Under federal law, we may not use our cable system to collect personally identifiable information about you without your consent, except to obtain information necessary to provide you with cable or other services and/or to help us detect unauthorized reception of communications over the cable system. For example, when you interact with certain Sparklight services, the cable system may automatically collect certain information on your use of that service. Most of this information is not personally identifiable, and such information is generally used to carry out your particular request. This may

include your choice of a designated channel, menu selections or service offerings, such as On Demand or pay per view programming. These selections may be linked to your personally identifiable information already stored on our system so we can confirm your entry or transaction and/or confirm proper billing for the selection.

We use the information we collect to make sure you receive the services you subscribe to; to send your bills and credit you for payments; to send you program or service listings, new product or service offerings, special announcements, and other information we think you may want; to provide and enhance our services; to respond promptly to your questions, complaints, and requests for changes in service; for our own tax and accounting purposes; to help anticipate, identify and resolve any service or maintenance problems; to protect the security of our equipment and services; to ensure compliance with applicable laws and compliance with applicable subscriber agreements, policies and terms of service; and to prevent the unauthorized reception of service. We may also collect and use aggregate, non-personal, information about our subscribers. This information does not identify individual subscribers. We may combine this aggregate data with our subscriber records. Among other things, aggregate, nonpersonal information is used to help refine our programming offerings and tailor marketing messages to particular interests.

DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

We may disclose personally identifiable information maintained in our business records if (a) you provide written or electronic consent to the disclosure in advance; (b) it is necessary to provide our services to you or to carry out our business activities; or (c) it is otherwise authorized by federal law. These disclosures generally occur for, but are not limited to, account management, billing and collection services, surveys, marketing, service delivery, administration and customization, service maintenance and operations, and fraud detection and prevention. Persons that have authorized access to your personally identifiable information include, but are not limited to, system employees; sales and service agents; other businesses that work with us in bringing you our services, including program and program guide providers; accountants, outside auditors, billing, collection and legal services; repair and subscriber assistance providers; marketers of our products and services; merchants or other third parties from whom you make purchases or other requests; purchasing entities if we sell or transfer ownership; authorized representatives of government; and entities affiliated with us through common ownership or control. Any information that you provide to us through our presence on third-party websites, such as social networking websites, may be accessible to those sites and the public. Sparklight may use a third party vendor to receive and manage the information that you submit through these websites. The frequency of disclosures to these parties varies according to business or legal purposes or service needs. Disclosures are as often as necessary and may be on a daily basis. Unless you object, we may disclose your name and address, including e-mail address, to nonaffiliated entities, such as advertising and marketing entities, charities or other businesses, for other purposes. In such cases we may only furnish your name, home address and/or email address – not the extent of your use of Sparklight’s services or transactions you make over the Sparklight system. You may prohibit or limit these name and address disclosures by sending us a letter with such request at the address in this notice. Consistent with federal law, we may disclose personally identifiable information to representatives of government or other lawfully authorized persons, which may include lawyers or other parties in connection with litigation. We will disclose such information pursuant to a warrant, court order, administrative subpoena, other legal process or voluntarily if we reasonably believe that an emergency involving danger of death or serious injury justifies disclosure of the information to a governmental entity. Under some situations, federal law may allow you the opportunity to appear and contest a governmental entity’s request for a court order to disclose personally identifiable information. Federal law also authorizes us to disclose subscriber content or other communications if we become aware of evidence of child pornography, we inadvertently obtain content or communications and it appears to pertain to the commission of a crime, or disclosure is to a local, state or federal government entity if we believe there is an emergency involving death or serious injury. Disclosure of content and communications (i.e., e-mail account content) is also permitted to an addressee or intended recipient when it is necessarily incident to providing our service or to protect our rights or property, or to others with your consent or the consent of the addressee or intended recipient of such communications. We may also use or disclose personally identifiable information about you to protect our employees, services, property and customers and/or to enforce our rights under our service agreements, terms and policies, in court or elsewhere as may be necessary. Except as indicated in

this notice, we may not disclose personally identifiable information to other third parties, unless we are authorized to do so by court order or federal law otherwise permits. If federal law requires, we will notify you of a disclosure.

ONLINE MARKETING

Sparklight's marketing goal is to make its advertisements for its goods and services more relevant to each individual subscriber. To accomplish that, Sparklight uses an array of tools designed to give us more information which will permit us to send you advertisements tailored to your interests. We collect information such as your visits to websites and the personal information you voluntarily provided to us and we work with third party companies that help us gather non-personal information as well as facilitate the use of such information in the form of targeted advertisements. They use cookies, web beacons, and other ever-changing technological tools to help us better understand all our customers and provide a positive marketing experience. Even when using third party agencies in this way, we do not provide them with any of your personally identifiable information.

LENGTH OF INFORMATION RETENTION

We will maintain personally identifiable information about you only so long as it is necessary for the purpose for which it was collected or to comply with laws governing our business. This period of time extends for as long as you remain a subscriber to our cable or other services and may continue for up to ten years after termination of service so we may maintain legally required tax and accounting documentation and/or information consistent with our record retention practices. When no longer needed, such information will be destroyed unless there are legitimate pending requests for access to such information.

RIGHT TO REVIEW PERSONALLY IDENTIFIABLE INFORMATION

You may inspect personally identifiable information we have about you by sending a written request to us at the address listed in this notice (please include your name, address and telephone number). Following your request, we may need a reasonable period of time to arrange, locate and, if necessary, prepare the information for review. In reply, we may arrange an appointment or ask that you to come to our business office during regular business hours to review your personally identifiable information we have on file. When you come, you must bring your driver's license or some other positive identification. Be sure to tell us if you think personally identifiable information about you in our file is wrong – we will be glad to make appropriate corrections. Depending on the nature of the information, however, we may ask you for documents or other proof that the personally identifiable information we have on file is incorrect.

YOUR RIGHTS UNDER FEDERAL LAW

If you believe that we have collected, used or disclosed personally identifiable information about you in any way that violates these federal limitations on the collection and disclosure of personally identifiable information, you have the right to bring suit in a federal district court.

CHANGES TO OUR PRIVACY NOTICE

We may modify or update our services from time to time, and if necessary, the provisions of this Privacy Notice. We will provide notice to subscribers of changes to our privacy provisions. If you do not agree with the changes, you have a right to cancel the services you subscribe to. If you continue to use our services following notice of privacy changes, such usage will constitute your acceptance of and consent to the changes.

CHILDREN'S PRIVACY

Sparklight does not knowingly collect personally identifiable information from children under thirteen years of age to connect and provide Sparklight cable or other services. If, as a part of future service offerings, we decide to request personally identifiable information from children under thirteen, we will require verifiable parental consent before we collect this information, except in circumstances authorized by law. Sparklight encourages parents and guardians to actively participate in children's online activities and to take measures to protect the online privacy and security of their children. Sparklight supports the use of technologies that help control the collection and use of personal information from children participating in online activities.

CUSTOMER PROPRIETARY NETWORK INFORMATION

If you are a subscriber to Sparklight's phone service, we have access to data known as customer proprietary network information ("CPNI") which is derived from the provision of this service. CPNI includes information such as the telephone numbers called by a customer; the frequency, duration, and timing of such calls; and any optional phone features purchased by the customer, such as call waiting. We will not use, disclose, or permit access to your CPNI, except in connection with our provision of your phone service and related services, such as the publishing of directories, unless required by law or with your approval. Please note that we are permitted to use your CPNI to initiate, render, bill, and collect for our service; to protect against fraudulent, abusive, or unlawful use of our service; and to provide inbound telemarketing, referral, or administrative services. Additionally, there are several laws such as the Patriot Act and the Communications Assistance for Law Enforcement Act which authorize law enforcement to override our privacy policies and through legal process, demand that we provide personal subscriber information and CPNI.

OPEN INTERNET POLICIES AND FCC MANDATED DISCLOSURE STATEMENT

The FCC requires Sparklight to provide information regarding its mass market retail broadband Internet access services, including information regarding any network management practices that it employs, the performance characteristics of its services, and the commercial terms of its service offerings. A copy of Sparklight's Open Internet Disclosure Statement containing such information can be found on our website at <https://www.sparklight.com/legal/open-internet>. This disclosure incorporates and includes by reference Sparklight's "Acceptable Use Policy" ("AUP"), available at <https://www.sparklight.com/legal/internet-aup> and its "Terms of Service," available at <https://www.sparklight.com/legal>. Sparklight reserves the right to alter its policies and network management practices, and the information contained in this Internet Disclosure Statement may change from time to time. Sparklight will post on its website any material changes to its policies.

COMPLAINT RESOLUTION AND ARBITRATION

READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE THE PARTIES TO ARBITRATE THEIR PRIVATE DISPUTES AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SPARKLIGHT.

Sparklight is committed to providing quality customer service, and our policies are intended to follow the Federal Communications Commission's guidelines on customer service. Any time you have a problem with cable, internet, or phone service, please call our Customer Service Department at 1-877-692-2253. Our representatives are available 24/7 (billing support is available during normal weekday business hours only), and will help you or arrange for a technician to address the problem. If your problem is not resolved to your satisfaction, please contact your local system general manager, who will take corrective action. If your problem is still not handled to your satisfaction, you may contact the FCC or local regulatory authorities.

By accepting service from Sparklight, you and Sparklight agree to binding arbitration of any disputes arising from such services or any aspect of your relationship with Sparklight, except that You and Sparklight are NOT required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. **ARBITRATION PREVENTS YOU FROM SUING SPARKLIGHT IN COURT OR FROM HAVING A JURY TRIAL.** You and Sparklight agree that you will notify Sparklight of any dispute within 30 days of when it arises, that you and Sparklight will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in the city of your nearest Sparklight office, and that arbitration will be conducted in accordance with the Rules of the American Arbitration Association by a single arbitrator selected by the parties or, if we cannot agree on an arbitrator, by the AAA. If it is necessary to file with the AAA to obtain its assistance in appointment of an arbitrator, Sparklight will pay the entire filing fee and will pay all arbitrator's fees.

Whether the dispute is heard in arbitration or in court, you and Sparklight will not commence against one another or seek a class action, class arbitration, or other consolidated, representative, or aggregate action or treatment, but the Arbitrator has the authority to grant any other remedy that would be available in court.

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