

Call Before You Dig: There may be underground utility cables located in your yard. Digging into an area with underground cable lines, phone lines, electric cable, gas lines or water and/or wastewater lines could result in serious personal injury, Service interruptions, property damage or pollution of the environment.

If **utility lines are cut you may be liable for charges.** Please call the number for your state to locate underground utility cables at least two (2) days before you dig. You can access One-Call centers by dialing 811, or in South Dakota, call 1.800.781.7474; in North Dakota, 1.800.795.0555; in Minnesota, 1.800.252.1166; and in Wisconsin, 1.800.242.8511. Utility companies do not locate private cables/lines or facilities.

MIDCO RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME, INCLUDING WITHOUT LIMITATION, DURING ANY TERM AGREEMENT PERIOD TO WHICH YOU HAVE AGREED.

Equipment Compatibility: “Cable-Ready” and “Cable-Compatible” Equipment: If you plan to access cable services that we scramble or encrypt, you should make sure that any set-top converter, navigation device, television, or other display device you purchase is compatible with the Midco system providing service to you and is capable of working with separate security devices (i.e., CableCARDS) that we must provide for your equipment to access encrypted services delivered over Midco’s cable system. Devices sold in retail outlets that are labeled as “digital cable-ready” are certified to comply with the FCC technical standards and will have completed a testing and verification process, indicating that they are compatible with Midco’s network. Devices purchased on the secondary market, however – such as used, imported or stolen devices purchased from individuals or internet resellers – may never have been certified for retail sale and may be incompatible or otherwise unsafe and unsuitable for connection to the Midco network. Such devices may: (i) cause electronic or physical harm to the network; (ii) cause interference with the service provided to other customers; or (iii) jeopardize system security or otherwise be used to assist or be intended or designed to assist in the unauthorized receipt of communications services, which are criminal and civil offenses. Therefore, unless authorized or provided by Midco, the use of converters with internal or external descrambling units in a Midco system is illegal. Set-top converters, CableCARDS, and other devices offered by Midco and other cable operators generally are not interchangeable among various cable system networks because they typically incorporate firmware that is proprietary to the system in which they previously were installed, or system-specific and configured internal CableCARDS that were designed to perform conditional access functions on the specific system in which they were installed, or both. These devices may be incompatible with Midco’s network and pose a heightened risk of signal theft, network harm, and interference with other customers’ service, even if they are the same make and model number of a customer premises device that Midco deploys on its network. Midco reserves the right to test and if necessary deny the attachment of any device (other than a certified CableCARD-compatible device) that is incompatible with Midco’s system for any of the reasons discussed above. Upon request, we will provide you with the technical parameters that are needed for any such device to operate with our security cards and cable system.

Some older models of televisions may be unable to receive all the channels that Midco offers. To ensure that you can receive all the channels available with your cable TV service, you will need to connect to a digital device leased from Midco. Older TVs without an internal digital tuner that are not connected to Midco digital equipment may be able to view a limited number of channels in some, but not all areas (possibly channels 2-22, and even this may vary among older TVs).

Even if you have a TV or other video equipment that was advertised as being “cable-ready” or “cable-compatible” when you purchased it, the equipment may not perform as you expected when connected directly to a cable system. According to current federal regulations, TVs and other video equipment sold in the U.S. cannot be called “cable-ready” or “cable-compatible” unless they comply with technical requirements adopted by the FCC, including the ability to tune cable channels properly. Certain new digital televisions, recording devices, and other video equipment, known as Unidirectional Digital Cable Products (“UDCPs”), that are connected to digital cable systems may not be marketed using terms such as “digital cable-ready” unless they are compatible with a separate “CableCARD” security device and comply with certain FCC technical requirements. CableCARDS are available from Midco for a low monthly fee and allow UDCPs to connect directly to digital cable systems without a set-top box. UDCPs, however, cannot access two-way cable services such as pay-per-view events and ON Demand video without a cable box that Midco will provide for a monthly fee. Digital adapters also cannot access two-way cable services.

Midco offers a variety of high definition (“HD”) and standard definition (“SD”) digital video programming. Midco currently offers customers digital adapters and receivers, also known as set-top converter boxes or digital cable boxes, and compatible remote control units to facilitate the reception of HD, SD and encrypted programming. These digital cable boxes are provided by Midco for an additional monthly fee; however, the remote control units are provided at no extra charge when you lease the digital cable box.

The digital cable boxes may limit your ability to use certain advanced features on your TV or other video equipment. These digital cable boxes will “convert” the cable channels to a designated video input on your TV. The process of converting all of our channels to a designated channel means that you can only receive one channel on your TV at a time through the digital cable box. You consequently may be unable to use certain features of your TV or other video devices without additional equipment, such as recording one program while watching another, recording two or more consecutive programs that appear on different channels and the use of picture-in-picture may not be possible without additional equipment.

The remote control that may have come with your TV or other video equipment also may be capable of controlling the digital cable box. If you choose, you may buy a “universal” remote control unit from a retail store that is capable of working with our digital cable boxes. Although features and functions of remote controls vary significantly, many universal remote control models from Sony, RCA, and Universal Electronics may be programmed to operate our digital equipment. Compatible remotes include the Philips SRP5107/27, RCA RCRN08GR, and Sony RM-VZ320. For more information about the compatibility of your remote control unit with Midco equipment, visit a Midco Customer Experience Center or at [Midco.com/RemoteControls](#).

All set-top converter boxes and remote controls leased from us must be returned with the within five (5) calendar days after disconnection of Service in accordance with Section 5 of the General Terms and Conditions above. If our equipment is not returned or is damaged, replacement costs will be charged to your account.

INTERNET ACCESS SERVICE

We provide internet access service subject to Midco’s Subscriber Agreement, Acceptable User Policy and Privacy Policy, each of which may be changed at Midco’s discretion. Current versions of these documents are available online at [Midco.com/Legal](#).

Midco also provides its Internet Service Performance, Terms, and Network Management Disclosure online at [Midco.com/Legal](#). The disclosure may be changed or updated at any time without notice.

Copyright Infringement Policy: While Midco does not monitor customer webpage views or content of downloads, third parties may notify us of alleged copyright infringement. In those instances, information is gathered independently by copyright holders or their agents. We will send the complaint to our customers via email, the United States Postal Service and/or via web alert.

Our main purpose is to ensure our customers are aware of alleged and potentially unknown copyright infringement activity and of potential consequences associated with such activity. This information was gathered independently by the copyright holder. Please note that Midco is not a party to complaints such as these. We do not release a customer’s identity to a copyright holder unless required to do so by a court order or a valid subpoena, issued by a court with jurisdiction over Midco.

If we receive repeated copyright infringement notices for a customer over a period of time and after notifications have been sent to the customer, we may choose to take action up to and including disconnection of service, due to violation of our Acceptable Use Policy.

For more information, please view our Copyright Infringement Policy online at [Midco.com/Legal](#).

BILLING

Policies and Procedures:

- Midco’s Services generally are billed one month in advance. The exceptions are for Services such as long distance telephone calls and pay-per-view or ON Demand movies or events, which are billed after they are provided to you.
- Once your installation is complete, you will receive your first billing statement within 5-7 business days of the initial installation of service. If you make changes to your service, charges or credits will appear on your next billing statement. If you disconnect all services, you will receive your final bill within 5-7 business days. Charges for Services will begin on the date they were installed or changed. Because Midco

bills one month in advance, new Services or Services that have been changed will likely fall in a month for which we have already billed. Midco may require payment in advance for the partial month of service by credit card or other electronic payment options. If the initial partial month payment is not collected at the time service is initiated, your first bill following the purchase of new Services probably will have partial month billing from the date you received the new Services until the next billing cycle along with one month in advance for all the Services you receive.

- The bills you receive will show the total amount due and the payment due date. When you subscribed to our Services, you agreed to pay us monthly by the payment due date reflected on the monthly bill for that Service and for any other charges due, including any administrative and related fees, charges, and assessments for late payments or non-payments, returned check fees, and other separate or additional fees. The due date is indicated at the top of your monthly statement. Please allow for sufficient mailing time to ensure that your payment reaches us by the due date. Electronic payments may take up to three business days to process.
- When you subscribed to Midco’s Services, you agreed to pay all city, state and federal fees and taxes, franchise fees, regulatory fees, retransmission fees, and other charges, if any, which are now, or may in the future be, assessed by governmental entities on the Services you receive from us. Franchise fees are paid by us to the city or township in which you live for use of public rights-of-way and the right to operate a cable television system in your community. Regulatory fees are charges that the FCC assesses and uses to fund federal government oversight and regulation of cable television operations. We typically identify and include franchise and FCC regulatory fees and other governmentally-imposed fees and taxes on your monthly bill.
- A late fee of up to \$10 will be assessed to accounts not paid in full each month by the due date. When you subscribed to Midco’s Service(s), you agreed that the amount of the late fee bears a reasonable relation to probable damages suffered by Midco, and is not disproportionate to any damages reasonably to be anticipated from the payment of less than the full amount of your account.
- If we are required to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, subject to applicable law, you have agreed to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney’s fees, and court costs.
- If you believe your bill contains an error or you otherwise wish to request a credit on your bill, you must notify us within sixty (60) days from the time you receive the bill for which you are seeking correction.
- Subject to applicable law, your Service may be suspended or disconnected if you do not pay your bill by the due date indicated on your monthly statement, and we may require you to pay all past-due charges, an installation fee, and a minimum of one month’s advanced charges before we reconnect your service. If you have been suspended or disconnected three times, you may not be eligible for reconnection. If you do not reconnect for any reason, any rental equipment must be returned to us within five (5) calendar days following the disconnection of Service(s) as specified in Section 5 of the General Terms and Conditions above. A handling fee will be charged for returned checks. To have your Service(s) reinstated after disconnection, you must pay a reconnect charge in addition to the account balance and the next month’s service fee. A fee may also be accessed if you wish to expedite the reconnection of Service.
- You may request that your cable TV, phone, or internet service be disconnected at any time. Services cannot be disconnected the same day as the request; one (1) business day notice is required and billing for this Service will cease on the scheduled date. Your last billing statement may include credits due to partial month billing of the disconnected Service. To avoid any further liability, all leased equipment required for cable TV, phone, and internet services must be returned to Midco within five (5) calendar days after disconnection of Service(s) as specified in Section 5 of the General Terms and Conditions. If the equipment shows evidence of damage due to negligence or beyond normal wear and tear, Midco may charge for the replacement cost of the unit.

COMPLAINT RESOLUTION PROCEDURES

Customer Concern Resolution: If you have questions or concerns regarding your Midco Service, please call Customer Service at 1.800.888.1300. This contact number is provided on your monthly statement and online at [Midco.com](#).

You can also:

Submit your concern in writing. Be sure to include your name, address, best contact telephone number and best time to contact you. Mail your concern to: Midco, Attn. Customer Service, P.O. Box 5010, Sioux Falls, SD 57117.

In addition, if you are dissatisfied with our handling of your cable complaint, you may contact your local franchising authority. You will find the address of the responsible officer for your franchising authority on your monthly statement.

Questions or complaints concerning Midco’s Internet Service Performance, Terms, and Network Management Disclosure should be sent to netdiscovery@midco.net or Midco Network, 3901 N. Louise Ave., Sioux Falls, SD 57107.

Signal Quality Complaint Resolution: Complaints concerning the technical quality of the cable television signals we provide to you can be made in writing and sent to the following address:

Midco
ATTN: Customer Service
P.O. Box 5010
Sioux Falls, SD, 57117

Or if you prefer, call us at 1.800.888.1300 or reach customer service via live chat or social media channels at [Midco.com/Contact](#). A service technician will investigate complaints concerning the technical quality of cable television signals within one business day of receipt, consistent with our ability to access your premises if such access appears necessary to resolve the complaint. If the problem can be resolved without a service call to your premises, you will be advised of this immediately. All efforts will be made by our service technicians and other employees to resolve any complaints concerning the technical quality of service promptly and efficiently. If our service technician fails to correct the problem, you may call Midco or reach Customer Service via [Midco.com/Contact](#), and we will review the complaint and the corrective action taken.

If we cannot take any further action to correct the problem, we will promptly inform you of our determination and the reasons we cannot correct the problem. If you believe our investigation and handling of a cable TV service complaint are deficient in some manner, you may contact the local franchising authority listed on your monthly billing statement.

Local Telephone Service Complaint Resolution: If you have a local telephone service complaint you feel is not being resolved to your satisfaction, you may contact your state public utility commission.

- South Dakota:** Public Utility Commission (PUC) at 1.800.332.1782
- North Dakota:** Public Service Commission (PSC) 1.701.328.2400
- Minnesota:** Public Utility Commission (PUC) 1.800.657.3782.
- For interstate services, you may contact the Consumer and Governmental Affairs Bureau of the Federal Communications Commission, 445 12th Street SW, Washington, D.C. 20554, 1.888.225.5322, TTY: 1.888.835.5322.

MISCELLANEOUS GENERAL INFORMATION

Parental Controls: With the wide variety of programming available on cable channels, we recognize that not all programs or channels are suitable for every member of the household. For cable TV customers who have access to the program guide through their digital receiver, HD digital adapter, DVR or TiVo® DVR, channels, ratings and programs can be blocked using the remote and following the instructions on the guide. You may set controls on what programs may be viewed through use of a PIN. In addition, you can restrict access to pay-per-view programming. For further information, please call 1.800.888.1300 or visit [Midco.com/Parental-Controls](#).

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MIDCO[®]

ANNUAL NOTICE

2018

Midcontinent Communications (“**Midco**,” “**we**” or “**us**”) is committed to providing you, our customer (“**you**” or “**customer**”), with state-of-the-art technology and exceptional customer service. This Notice summarizes Midco’s policies and practices that directly affect you as a Midco customer. Use of your Midco services indicates your agreement to abide by these policies and terms. We will send you written, electronic or other appropriate notices when we make material changes to these policies and practices and when they will take effect. If you find the changes unacceptable, you have the right to cancel your service. However, if you continue to receive services after the effective date of any change, this will serve as your acceptance of the changes communicated to you.

CUSTOMER CARE – OUR PLEDGE TO YOU

- If, for any reason, you are not completely satisfied with your new or upgraded service during the first thirty (30) days from installation, we will refund all charges, including installation.
- Midco provides an on-time guarantee courtesy credit. If we miss a scheduled appointment or our technician arrives more than 15 minutes after a scheduled arrival time, we will automatically credit your account \$25. (This guarantee may be temporarily suspended due to severe weather conditions or other business-impacting events.)
- Under normal operating conditions, the average telephone answer time by a customer service representative will not exceed thirty (30) seconds after you have selected the prompts to direct your call to the team that can assist you.
- We will notify you a minimum of thirty (30) days in advance of any price or channel change that is within our control. Changes in taxes or other government-related charges are not within our control and will be communicated to you as soon as possible.

Service Calls/Installations:

- We offer a variety of appointment schedules Monday through Friday. In some areas, evening and Saturday appointments are also available. Based on the schedule, we will inform you of the arrival time for the technician.
- Specific service timeframes are not available in all areas. We then offer one-half day or full-day appointment windows, as available.

Service Disruptions:

- We will respond to any area service disruption within twenty four (24) hours. (An area service disruption occurs when it impacts multiple customers.)
- Under normal business conditions, we will begin working on individual customer service disruptions promptly within twenty four (24) hours after receiving notice of any condition within our control. We will begin actions to correct any other service problems within one business day after we receive notification of the service problem.

PRIVACY

General Privacy Policies

Authorized Users: If you choose to add an authorized user to your account, you are granting total account access to that person. This means an authorized user can obtain billing and service information, have access to call records, make payments, install, upgrade, downgrade or disconnect services, as well as take over responsibility of the account by removing your name as the account holder through the Change of Account Responsibility process.

Protection of Nonpublic Personal Information: We consider the privacy of our subscribers to be very important, and we are committed to keeping nonpublic personal information about our subscribers secure and confidential. Midco’s Privacy Policy can be viewed at [Midco.com/Legal](#). This notice does not cover information that may be collected through any other products, services or websites, even if accessed through our services or cable system. You should read the privacy policies for these other products, services and websites to learn how they handle your personal information.

Pertinent Personal Information: “Personally identifiable information” is information that identifies a particular person; it does not include aggregate data that does not identify a particular person or persons. The personally identifiable information that we collect concerning our customers in connection with the provision of our services includes (i) contact information including your name, billing address, and home, business and mobile phone numbers, as well as email and text messaging addresses; (ii) social security and driver’s license numbers; (iii) billing, payment and deposit records, including credit card and bank account numbers used to pay for our services; (iv) credit information, maintenance and complaint information, including customer correspondence and communications records; and (v) the services you have chosen to receive and information about the television sets, set-top boxes, and other equipment and devices connected to our cable system. When you use our interactive or other transactional services such as ON Demand video or pay-per-view, we may collect certain information about your use of these services. If you rent your residence, we may have a record of whether landlord permission was required prior to installing our cable facilities, as well as your landlord’s name, address and telephone number. We collect and use this information for billing and collections, programming, marketing, maintenance, and other cable-related purposes, including the detection of unauthorized reception of cable services. We may collect such information during the period of time that you are receiving service and for a reasonable amount of time thereafter (for purposes of follow-up billing, etc.). We may combine the personally identifiable information that we collect about you as part of our regular business records with information about you obtained from third parties for the purpose of creating an enhanced customer database to help us identify other services we, or our affiliates, provide that might interest you. We will destroy the personally identifiable information when the information is no longer necessary to conduct our service-related activities and is not required by us for other legitimate business reasons such as tax or accounting purposes. We also may collect anonymous and/or aggregate viewing information which does not identify you personally for any reason, including determining which programs are most popular, how many people watch the show, and which cable features are used most often.

Disclosure of Information - Personal Privacy Protection: Midco strives to protect your privacy and will not release personally identifiable information we have collected about you in connection with the operation of our cable system without your consent, except to those businesses or individuals lawfully permitted to receive it. We may disclose personally identifiable information about you to others without your consent if necessary to conduct a legitimate business activity related to a service we provide to you. For example, if necessary, we may occasionally disclose your name, address, or other subscriber information we have collected to an affiliate or another unrelated company for the following purposes: (a) to assist us in providing administrative services and customer assistance; (b) to prepare, print, or deliver monthly invoices for our services or other marketing or informational materials that we distribute to our customers; (c) to prepare and conduct subscriber surveys that allow us to

