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

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 cableready" 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 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

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 payper-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

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- 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.

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:

**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) 1800.657.3782.
- 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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April 2018

### Connect with us.

Call **1.800.888.1300**, go to **Midco.com/Contact** 



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Midcontinent Communications ("Midco," "we" or "us") is committed to providing you, our customer ("you" or "customer"), with state-of-theart 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 followup 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

assess and enhance the services we provide to our customers; (d) to collect a past due bill; or (e) to develop or maintain software for us. You may prohibit or limit disclosure of your name and address for mailing lists by contacting us at 1.800.888.1300.

We may be legally required to release your personal information to the government or a third party due to a law, court order, subpoena, or other government order or legal process. We also may release your personal information if we believe an emergency involving danger of death or serious physical injury or a credible threat to children or public safety requires disclosure. When allowed by law, we will notify you before releasing your personal information to give you a chance, if you decide it is in your interest, to seek advice from an attorney. In some situations, we are legally prohibited from providing you with any notification regarding the release of your personal information.

Anonymized Information: Information that is anonymized (stripped of any information that could be used to identify you) may be used by Midco for any reason and shared freely with affiliates, partners and other third parties, including advertisers, content providers, audience measurement and market research firms. These firms may combine this information with details about you or your community (such as census neighborhood information) to generate audience analysis data that helps us and our network partners decide which programs and channels to carry, and to improve our cable TV services. We may also use this information to provide a more personalized experience by directing advertisers to channels that produce more sales as they consider, design, and evaluate advertising campaigns. This information may then be further aggregated (combined with information from many other users), and may include information such as traffic patterns, trends in connection with various types of transactions, and other information.

Home Security Services: In some areas, we provide home monitoring services, which may include video surveillance services at a customer's request. This monitoring service would provide notification of alarms to emergency responders and may securely record and store video at your direction and for your use only. Our employees and agents do not have access to any recorded video. Video is stored so long as you remain a subscriber to this service subject to the "Maximum Storage" detailed below. You can permanently "Protect" selected clips within the system and/ or download them at your option. Once you reach your Maximum Storage Amount (as defined by the level of Security Services chosen), the oldest video clips are deleted to store the most recent. This is commonly referred to as "First In First Out."

Home Network Services: In some areas, we may offer home network services to our customers. To provide these services, we install software on equipment leased to our customers for use in their homes. The software allows us to troubleshoot home networking problems and monitor the use of electronic devices in the home which are connected to our network, including the operational status, type and number of devices connected in your home at any particular time, and their signal strength, data usage, and other performance measures. Any information collected performing this service will be destroyed when the information is no longer necessary to conduct our service-related activities and is not required by us for other legitimate business reasons.

Voice Assistance Devices: If you link a voice assistance device to your home network or device, that device may transmit data to its controlling outside entity/location. Midco has no control over what you authorize, and your device has access to or what information that device does transmit to an outside entity. Only you control that data access. For information on what that device does access and share, review the privacy policy provided by that device's company.

Your Right to Review Personal Information: The personally identifiable information about you that Midco collects and maintains is available for your review at a Midco Customer Experience Center during normal business hours, or call 1.800.888.1300 for assistance. We will correct our records if you make a reasonable showing that any of the information we have collected is inaccurate.

#### Telephone Privacy Policy

Do-Not-Call Policy: Midco has adopted its Do-Not-Call policy to ensure that we honor the telephone privacy preferences of our customers and potential customers. Our policy is to comply with all applicable federal and state Do-Not-Call laws and to refrain from making any telephone solicitations to any person who has indicated a desire not to receive such calls. This policy shall be followed by all persons who use the telephone to market the residential services offered by Midco. You may obtain a copy of this policy at one of our Customer Experience Centers, by contacting us via mail at P.O. Box 5010, Sioux Falls, SD, 57117, or by calling 1.800.888.1300.

#### Cable Privacy Policy

Noncompliance: If you believe we have violated your cable television privacy rights as established by law, we encourage you to contact us directly to resolve your question or concern. In addition to other remedies that may be available to you under state law, you may bring a civil action against us in a United States District Court to enforce the limitations imposed on us by federal law with respect to your personally identifiable information

### **GENERAL TERMS AND CONDITIONS**

The following are general Terms and Conditions of the Agreement you accept when you receive Midco's services. For purposes of this Agreement, Midco services may include, but are not limited to, cable television service, internet service and phone service, each a "Service" and collectively

Midco may change prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive the Service(s) after the end of the notice period (the "Effective Date") of the change, you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

Midco reserves the right to refuse service if:

- An applicant is indebted to Midco for past bills incurred and refuses to liquidate the debt; • An applicant refuses to pay a reasonable deposit, advance payment, or installation charge;
- An applicant has been suspended or disconnected on three (3) prior occasions;
- · An applicant, although not personally liable to Midco, is attempting to return any Service to an indebted household and no attempts are forthcoming to liquidate the debt of that household:
- An applicant fails to provide reasonable and legal means of identification:
- An applicant is in violation of governmental or Midco rules concerning evasion of payment, use of a Service for unlawful purposes, annoyance of other patrons, or interference with, or destruction of, Service facilities.
- Some customers may receive one or more Services pursuant to a separate written contract with Midco. When such a written contract exists, any contract terms relating to a Service that are different from the general terms contained in this document shall govern the specific Service provided to the customer. Terms and conditions of service contained in this document that are not inconsistent with such a written contract also shall apply.
- Use of Midco's interstate and intrastate Services constitutes acceptance of the current version of the Terms and Conditions as posted on Midco's website (except for those terms and conditions governed by a written contract as set forth above). These Terms and Conditions of service may be modified from time to time at Midco's sole discretion, consistent with applicable legal requirements. Continued use of Midco Services constitutes acceptance of the modified Terms and Conditions of service as posted.
- Midco's Services are provided subject to the availability of facilities and subject to the applicable Terms and Conditions for such facilities. Services provided by Midco may be connected with Services or facilities of other carriers, or may be provided over facilities provided by carriers other than Midco. Any Service provided by Midco, however, is not part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.
- During normal installation, Midco may need to install equipment either on an exterior or interior wall. That installation may require the drilling of a hole to mount the equipment. By requesting service, Customer is deemed to consent to this installation.
- Midco reserves the right to discontinue Service when the Customer is using the Service in violation of the provisions of the applicable terms and conditions described in this Annual Notice. Midco reserves the right to discontinue Service without notice when it receives a threat of harm to the company, its equipment, or its employees. Customer agrees that the Services provided by Midco will be utilized solely in accordance with all applicable laws, and we reserve the right to discontinue a Service if it is being used in an unlawful, unauthorized or fraudulent manner. Services will not be provided if any law enforcement agency, acting within its jurisdiction, advises Midco that such Services are being used, or are likely to be used, in violation of the law and/or in a fraudulent manner, or if required by a court order or any order of any regulatory or law enforcement authority. If Midco receives other evidence giving reasonable cause to believe that such Services

- are being used, or are likely to be used, for unlawful, unauthorized and/or fraudulent purposes, it may, in its sole discretion and without notice, immediately discontinue or refuse to provide the Services and/or refer the matter to the appropriate law enforcement agency in accordance with law.
- Equipment leased from Midco to support each Service you receive remains the property of Midco. Customers are responsible for the return of all Midco equipment in working condition within five (5) calendar days of Service being disconnected. If equipment is not returned. or returned in non-working or poor condition, applicable equipment charges will be placed on the customer account and will be due immediately. If the equipment is returned after five (5) calendar days, however, we will reverse the charges if the equipment is in good, working condition. Equipment returned more than two (2) years after the account is closed will not be credited.
- A Service may be used for any lawful purpose for which the Service is technically suited consistent with the transmission and switching parameters of the facilities used in providing the service. Customer shall not resell or redistribute (whether for a fee or otherwise) any Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof.
- MIDCO SHALL NOT BE LIABLE TO CUSTOMERS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. In no event shall Midco be liable for the acts, omission, or delays imposed or caused by third-party vendors providing necessary services to Midco. Any Midco liability to Customer for any damages of any kind under this Agreement shall not exceed, in amount, a prorated share of the charges for the Service involved; and these damages will apply only if there is a Service interruption lasting at least twenty four (24) hours from the time you notify Midco of the interruption. Remedies under this provision are exclusive and limited to those expressly described herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR **PURPOSE**
- If a phone customer's directory listing contains an error or omission, Midco will provide customer's correct name and telephone number to a calling party either upon request to or, at Midco's discretion, by interception. Midco's liability for any errors or omissions in any phone directory listings is limited to the changes made or charges for the listing itself. MIDCO SHALL NOT BE LIABLE TO CUSTOMERS OR OTHERS FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING FROM ERRORS OR OMISSIONS IN DIRECTORY LISTINGS. Midco reviews your submitted directory listing information for accuracy. While we are careful to ensure your information is accurately provided to the publisher, we cannot guarantee complete accuracy by the publisher or be responsible for any errors in publishing by that party.
- Midco shall not be liable for and shall be fully indemnified and held harmless by customer against any claim or loss, expense or damage, defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted to or from any customer over Midco's facilities.
- Services are subject to forfeiture of volume discounts (where applicable) if payments are made after the due date and are not in dispute. In addition, when your payment for Services is not received by the due date, late payment charges will be assessed. A service charge in the maximum amount allowed by the state where we deliver the Service to the customer will be assessed if, for any reason, a customer payment to Midco is returned, denied or payment is not in an acceptable form. The same service charges also are applicable on unacceptable/denied payments made through My Account Online Bill Pay at Midco.com/MyAccount or by using pay by phone.
- The customer is liable for any legal fees incurred by Midco in collecting a past-due amount. The amount of these fees can be determined by a court if the proceedings are fully litigated. If the customer agrees to Midco's demand for payment before a judgment is rendered, Midco will bill the delinquent customer for costs incurred to that point. The customer is entitled to a statement of legal fees that are being assessed.
- Any governmental fees, taxes, assessments, or charges of any kind imposed upon Midco, the customer, or the transaction between Midco and the customer shall be charged to customers receiving Midco's Service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among applicable customers uniformly on the basis of customer monthly charges for the types of Service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.
- Inquiries, general questions, or complaints may be directed informally to Midco at Midco.com/Contact or in writing to Midco Communications, P.O. Box 5010, Sioux Falls, S.D. 57117, Business and residential customers can reach the Midco Customer Care team by calling 1.800.888.1300. Complaints or questions concerning Midco's Internet Service Performance, Terms, and Network Management Disclosure should be emailed to netdiscovery@midco.net or mailed to Midco Network, 3901 N Louise Ave., Sioux Falls, SD 57107. Complaints concerning Midco's charges, practices, facilities, or Services will be investigated promptly and thoroughly. Midco will keep records of each complaint, showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Midco to review and analyze its procedures and actions. If your complaint about a Service is not resolved by Midco, you may file a complaint, as appropriate, with the state Public Utilities Commission, the state Public Service Commission, Federal Communications Commission, or local franchising authority for its consideration of your complaint concerning such
- Prior to the disconnection of Service not requested by a customer, Midco shall, to the extent feasible, provide a written notice to the customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the Service. The notice will include information concerning how a Midco representative can be reached to provide additional information about the disconnection. Customers are responsible for the return of all Midco equipment in working condition in accordance with Section 5 of these terms and conditions.
- Service may be limited, reprioritized, refused, disconnected, or suspended immediately without notice if Midco determines that: (a) a condition on the customer's premises is hazardous; (b) the customer uses the Service in such a manner as to adversely affect Midco's equipment or Midco's service to others; (c) equipment furnished, leased, or owned by Midco is subject to tampering; (d) there is unauthorized use of Midco's Services, equipment or facilities; or (e) the customer becomes abusive to Midco employees.
- All Services are offered subject to availability, which may vary by geographic area and may depend on the availability of facilities owned by or leased to Midco. Some Services are not available in all areas.
- Certain third-party applications and services that use telephone lines do not conform to telephone industry standards. For that reason, Midco is not responsible for compatibility of third-party applications and services with Midco telephone products.
- An authorized person 18 years of age or older must be present throughout the service visit by our technicians. Our installation and service technicians will not enter your home or complete the work order unless an authorized person is present.

#### Items 21 through 28 apply only to Midco Phone Service:

- 20. Through our phone service, Midco is committed to providing our customers with access to police, fire and rescue services through 911/E911, a service that automatically provides the address you have registered with Midco to your local 911 dispatcher when you call 911 and that permits your local dispatcher to call you back if necessary. Midco has engineered its phone service to comply with the telephone industry standards for reliability and access to 911. This includes backup power for our telephone network and monitoring to provide additional backup for longer outages. As with any other phone service provider, Midco phone service, including 911 calls and E911 service, will be unavailable if the lines between your home and the network switch are disabled due to a catastrophic condition, such as a storm, and E911 service may be unavailable due to problems at the government's call center that are outside Midco's control. Our current telephone modem includes a battery backup that is designed to ensure that the unit will continue to work during a power outage for up to eight hours, in accordance with telephone industry standards. As long as this battery backup unit is charged and functioning, your Midco phone service will continue to work for up to eight hours, but you may not be able to make calls, including 911 calls, if there is a power outage for more than eight (8) hours. The device and battery must be located in an area that is properly ventilated, but will not be subject to damage by moisture, pets, temperature extremes or small children. The device will usually be wall mounted where it will be accessible to our technicians and to the customer.
- You are responsible for monitoring the battery life of the phone equipment in your home or business. If there is an indication that the battery needs to be replaced or the battery is missing, please contact us, and we will send one to you at a reasonable charge so long as you utilize Midco phone service. If you do not replace your batteries, your phone service may not continue to work during a power outage. If the modem for your phone service does not have backup batteries and you would like to have it exchanged for one that does, please contact Midco at 1.800.888.1300 or at Midco.com/Contact.
- 22. With Midco phone service, your telephone modem is set up to provide service to the address you provided when you signed up for service. and will not work if you move it outside the local Midco phone network. Please do not move this equipment to another location without first contacting Midco at 1.800.888.1300 or at Midco.com/Contact, so we can change the address to reflect the new location and ensure that the right information is provided if you have to call 911. Changes in your location information will not be available to E911 operators immediately because of limitations in the process for updating that information. If you move the telephone modem without informing Midco, you may still be able to call 911, but E911 service will not work properly.
- 23. Customers agree that the residential Service that Midco provides will be used solely for customer's personal, residential, non-commercial

use; Customer shall not use the Service for any commercial or governmental activities, profit or non-profit, including, but not limited to: home office, business, call center services, sales, telecommuting, transcription, telemarketing, auto-dialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage. Customer agrees that if customer uses the Service for any prohibited commercial or governmental purpose, customer will pay any applicable higher rates for such use during all past periods, and Customer will adhere to any and all Midco policies, rules and regulations related to the Service. Customer acknowledges that Midco may adopt or change such policies, rules and regulations at any time.

- Midco reserves the right to disconnect Service without notice (except as required by applicable law) for any prohibited transmissions or uses and to terminate the Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business or commercial use. Customers are responsible for the return of all Midco equipment in working condition within five (5) calendar days of Services being disconnected in accordance with Section 5 of these terms and conditions.
- 25. The amount of long-distance minutes used by a customer may be monitored and the customer may be required to provide all relevant phone records to Midco if there are indications of usage abuse of this Service in violation of the service agreement.
- Inside Wiring: Except as described in the terms and conditions of any separate inside wiring maintenance plan customer may purchase from Midco, Midco is not responsible for the operability or maintenance of any wiring between the telephone modem or network interface device, as applicable, and customer's telephone ("inside wiring"), whether that wiring is owned by customer or a third party. Customer will be charged for a service call and all applicable repair charges if Midco responds to a request for service and determines that the problem is caused by the inside wiring or equipment owned by the customer or a third party.
- 27. Midco will use its best efforts to comply with phone regulations that establish guidelines for local exchange Service interruptions for maintenance. Where reasonably possible, maintenance causing Service interruption will be conducted at times that cause minimal inconvenience to customers. In all cases where Service interruptions are planned and are likely to be extensive, Midco will make a reasonable effort to notify affected customers in advance.
- 28. Midco does provide Lifeline telephone service to income qualifying residential applicants. For more information on Lifeline service, or to see f you qualify for Lifeline service, please call 1.800.888.1300 or visit Midco.com/Lifeline.

#### TELEPHONE SERVICE INFORMATION

Notice of Rights Concerning Use of Customer Proprietary Network Information (CPNI): Midco collects information about the phone services you purchase and how you use them. Some of this information is known as "Customer Proprietary Network Information" or "CPNI," and the collection and use of your CPNI is protected by federal law. CPNI includes any information on the quantity, technical configuration, type, destination, location, amount of use of your phone Service and calling patterns that we obtain because we are your telephone carrier. CPNI, as regulated by federal law, does not include names and phone numbers published in telephone directories or other information we obtain as a result of providing video or Internet Service to you.

We use CPNI to monitor the quality of the Service we provide and to prepare your bills. We also use CPNI to market all of our Services and equipment, as well as to notify you when our Services may be out for maintenance or when there may be changes made to those Services. We share CPNI with companies that are affiliated with us and with unaffiliated companies that provide billing and other necessary services that we use to offer telephone Service. When we share CPNI with unaffiliated companies, we require them to enter into agreements to protect the confidentiality of your information.

You have a right, and we have a duty, under federal law to protect the confidentiality of your CPNI. We have the right under federal law to use CPNI to provide phone service, to bill you, to market services related to the Services you already buy from us, to protect our rights, facilities and property, as well as other carriers and users of our Services and to respond to lawful demands from law enforcement agencies. You have the right to limit our use of your CPNI for marketing services other than those that are related to Services you already buy from us and to withdraw access to your CPNI at any time. Withdrawing access to your CPNI will not affect our ability to provide phone service to you, or the quality of the Service we provide. However, if you do withdraw access to your CPNI, it may be more difficult for us to help you if you want to purchase the most cost-effective Service package. Allowing us to use your CPNI may enhance our ability to offer products and Services tailored to your needs. If you want to allow us to use your CPNI, you do not have to do anything.

If you do not wish to allow us to use your CPNI for marketing services other than those that are related to Services we already provide to you you can notify us at any time in writing at the following address: Attn: CPNI Opt Out, Midco Communications, P.O. Box 5010, Sioux Falls, South Dakota, 57117. The request must state that you want to deny access to your CPNI, include your account number, list all of the telephone numbers that you wish to cover with the request and be signed by someone who is an authorized party for your account. In accordance with Federal Communications Commission ("FCC") rules, if you do not make a request to limit or disallow use of your CPNI within thirty (30) days of this notice, we will assume that you have permitted us to use your CPNI until you tell us otherwise. Whatever decision you make is binding on us for the use of your CPNI outside of the Services to which you already subscribe until you affirmatively revoke or limit your approval or denial.

Access to Call Records: The FCC regulates the records Midco retains about the telephone calls you make on our network. These regulations specify when we can have discussions with customers regarding their call records. We are required to ensure that we are communicating with the account holder, or a person you have specifically authorized to share information with, on the account before we can release call record data.

Call Records: A call record is any information regarding a telephone call made to another party. Call records include specific information regarding telephone usage, such as:

- Telephone numbers you have called or that have called you
- City and/or state
- Call duration Date and time

If you or your authorized account user can provide specific call detail, we can continue with the conversation as long as we have authenticated with whom we are speaking, but we can discuss only calls on which you or your account user can provide specific detail. We cannot discuss or bring up any other call records during the conversation. If you or the person you have authorized on your account cannot provide call detail, we are only allowed to provide the information to you by one of the following methods:

- Arrange a time to call you, or your authorized account user, at the telephone number on the account.
- Mail information to the address on the account.
- Provide the information to you if you produce a photo ID at a Customer Service Center.

Additional information about how we collect, use and protect your CPNI can be found in our telephone Privacy Policy which can be viewed online at our Resource Center at Midco.com/Legal.

#### **CABLE SERVICE INFORMATION**

# Installation and Service Maintenance Policies:

- When you contact us for any reason, such as to order new Services or to schedule a service appointment, we may ask you to provide your Social Security number or to confirm other information we have on file to help protect your account from fraudulent access.
- Please be sure your TVs are set up in your preferred location and moved away from the walls so our technicians can connect Services. Our technicians do not move equipment or furniture.
- Standard installation charges may apply. If custom work is required, additional charges may apply. These charges will be discussed with you prior to completing your service request.

Repair and Equipment Replacement Policy: Midco will repair or replace Midco's equipment used to provide your cable TV service. While in some instances you may be charged a service call fee to dispatch a service technician, you will not be charged for other costs to repair or replace Midco's equipment, subject to the following: In the event the equipment shows evidence of damage due to negligence beyond normal wear and tear, including but not limited to,

- damage due to smoke (tobacco or other), beverage/food spills, fire or from being dropped or improperly cared for, Midco may charge for the replacement or repair cost of the equipment.
- If you are experiencing problems with our Service or equipment, and you call to schedule a service appointment, Midco may also charge for a service call to correct problems not related to Midco's equipment or facilities.

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