



## RESIDENTIAL ANNUAL NOTICE

1-800-392-8070 | [www.FidelityCommunications.com](http://www.FidelityCommunications.com)

Connect Locally: [www.FidelityCommunications.com/Locations](http://www.FidelityCommunications.com/Locations)

The Federal Communications Commission requires Fidelity Communications 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.

### OVERVIEW OF OUR SERVICES

**Economy Service Tier:** (MUSTView 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, TV customers must subscribe to Economy Tier to subscribe to any other TV service.

**Other Services:** Where available, the following services are optional levels of service above and beyond MUSTView, MEGAVIEW, MAXVIEW, Premium Services, High-Speed Internet and Phone.

**Channel, Service, Price and Other Changes:** Subject to applicable law, Fidelity Communications 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 [www.fidelitycommunications.com](http://www.fidelitycommunications.com). Your channel lineup is also available through your on-screen guide. A printed copy is also available at your local TV system office or you may call us at the number on your bill to obtain a copy.

**Programming Schedules:** Fidelity Communications receives programming from various broadcast and TV networks. Fidelity Communications is not responsible for the content or schedule aired by these networks. Please contact specific TV or broadcast networks directly with your programming complaints or questions.

For all levels of service available in each Fidelity Communications service area, view a complete channel lineup at <https://www.fidelitycommunications.com/fidelity-tv/channel-lineup>.

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

### INSTALLATION & SERVICE MAINTENANCE POLICIES

**Installation:** For scheduling of installations or maintenance, please contact a local office or toll-free, 800-392-8070. 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. Fidelity Communications 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. Fidelity Communications offers several additional and optional services (including additional screens, DVR hours, telephone, and Internet services), along with a variety of video service tiers, such as MUSTView, MEGAVIEW, and several premium tiers. A listing of our current service packages and prices is included on our website, [www.fidelitycommunications.com](http://www.fidelitycommunications.com). For scheduling, please contact a local office or toll-free, 800-392-8070.

**Moving:** If you are disconnecting your Fidelity Communications services, please call our Customer Service Department at 800-392-8070. This is the best way for us to schedule a disconnect for your service and to make arrangements for the return of Fidelity Communications' equipment. If you want services in your new home, we will schedule transfer of service to your new address. Converters, remote control devices, modems, and any other equipment provided by Fidelity Communications should be returned within 7 days to Fidelity Communications, should you decide to disconnect your service. As discussed below under 'Fidelity Communications 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 800-392-8070. 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-Fidelity Communications equipment.

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

**Buried Drops:** The “drop” represents the line connecting your building with main line cable located on a pole or pedestal (buried “drop.”) On occasion, it is necessary to temporarily place these lines on top of the ground. Fidelity will make every effort to bury these facilities with six to eight weeks of installation, weather permitting.

If a drop has been inadvertently missed, please call service at 1-800-392-8070.

**Home Wiring:** The FCC requires the company to provide customers the opportunity to acquire home wiring before removing it from customer’s premises upon termination of service. The FCC defines home wiring as the wiring located within the premises or dwelling unit of the customer that has been installed by the company or its contractor. Home wiring is the cable/wire itself and does not include any active hardware such as decoder boxes, remote controls units, amplifiers, or similar equipment. The FCC’s rules only cover wiring located within the customer’s premises and not the wiring outside the house or the common wiring in multiple unit dwellings. The demarcation point for the home wiring in single family homes is approximately twelve inches outside of where the wire enters the outside wall of the customer’s premises.

The rules apply only to voluntary service terminations by customers. Involuntary service terminations that result from theft of service or nonpayment by the customer do not follow the same rules. If involuntary termination occurs, the company may remove the home wiring from the customer’s premises without first offering it to the customer, unless ownership of the wiring has already been transferred by the operator to the customer. Though the FCC rules allow a company to sell the wiring if the above conditions are met, Fidelity Communications has elected to transfer ownership at no charge to the customer. If renting, the customer must have written permission from his/her landlord before Fidelity Communications can install or remove any jack or wiring.

**Digging:** Call your local office 48 hours (excluding weekends and holidays) before you dig. If you are planning to dig or diver posts, call Fidelity Communications to locate the Fidelity Communications lines. If Fidelity Communications does not receive a call, you may be responsible for repair costs.

### **Call Before Your Dig – Dial 811**

- Arkansas – Dial 811 or 1-800-482-8998
- Louisiana – Dial 811 or 1-800-272-3020
- Missouri – Dial 811 or 1-800-344-7483
- Oklahoma – Dial 811 or 1-800-522-6543
- Texas – Dial 811 or 1-800-344-8377

**Fidelity Communications Equipment:** The equipment that we provide to our subscribers shall remain the property of Fidelity Communications and must be returned to us if service is discontinued for any reason, or any time that the company wishes to change such equipment. Failure to return Fidelity Communications 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 Fidelity Communications 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 Fidelity Communications leaded EMTA may be replaced by purchasing a battery from any 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 Uninterruptable Power Supply (UPS) from many brick-and-mortar and online retailers.

APC Model SMX750C, Smart UPS X, 750VA, Rack/Tower convertible 2U, 120V UPS

[www.apc.com/us/en/product/SMX750C](http://www.apc.com/us/en/product/SMX750C).

APC Model SMX48RMBP2U, Smart-UPS X-Series 48V External Battery Pack Rack/Tower

[www.apc.com/us/en/product/SMX48RMBP2U](http://www.apc.com/us/en/product/SMX48RMBP2U).

(Both units are required for 24 hours of coverage)

## **HOW TO USE YOUR TV SERVICE**

How to Connect and Use Your FidelityTV Service: You may visit us at

<https://www.fidelitycommunications.com/fidelity-tv/quick-start-guide> or call us at the telephone number on your bill for more information regarding.

**How Cable TV Services Work:** 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 TV Service:** You can go to the General Cable Questions at

<https://www.fidelitycommunications.com/fidelity-tv/quick-start-guide>, or call us at the telephone number on your bill for more information.

**Parental Control Features:** Many of Fidelity Communications' converter boxes, well as the FidelityTV app, 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 office. 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 800-392-8070.

**Theft of TV Service:** The Federal Cable Communications Act and State Law prohibits the unauthorized connection to, or use of, Fidelity Communications' TV service. These laws clearly establish the company's right to legal action against thieves and monetary awards for damages and lost profits. Fidelity conducts routine audits of its cable system to identify theft of service. Where theft is found, Fidelity Communications will prosecute to the fullest extent of the law. Prosecution can lead to a \$50,000 fine and two years imprisonment for the first offense and a \$100,000 fine and five years imprisonment for any subsequent offense.

**Watch TV Everywhere:** WTVE is a service that provides viewing of select networks via app through your mobile phone, table, or computer at any location with an internet signal.

## CONSUMER EQUIPMENT NOTICE

**Cable TV Receivers:** One of the advantages of our cable service is that we offer many more channels of programming than are available over-the-air. Fidelity Communication will offer digital receivers for a monthly fee to access programming. Converter boxes lawfully purchased at retail will not have the capability to unscramble our scrambled programming. 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. Fidelity Communications' policy is to prosecute cable theft to the full extent allowed by law. 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.

**Remote Controls:** Fidelity Communications 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 Fidelity Communications may not be compatible with certain features or services of our converter boxes. Please contact Fidelity Communications to determine if a particular remote control is compatible with the converter provided for your service.

**Modems:** Fidelity Communications requires customers of its broadband Internet access service to connect to its network using a model of modem that Fidelity Communications' 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 Fidelity Communications' speed offerings. Although DOCSIS 2.0 modems will operate on Fidelity Communications' network at this time, customers may experience substantially slower speeds than advertised. Information regarding approved modem models can be found by contacting Fidelity Communications' customer service center at 800-392-8070. The pace of technological change is rapid and due to customer demand and other advancements, modem models previously compatible may become obsolete. Fidelity Communications 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 Fidelity Communications 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 Fidelity Communications 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.

**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:** Fidelity Communications offers many different methods of bill payment. We accept payments at [www.fidelitycommunications.com/billpay/options](http://www.fidelitycommunications.com/billpay/options), through the mail using the invoice from your monthly billing statement, through our automated phone system), and inside Walmart stores in the communities we offer service. Fidelity Communications also offers the ability to set up Fidelity Communications Easy Pay, a convenient monthly payment solution that will automatically debit your Credit Card, Debit Card, Checking, or Savings account for monthly payment. Fidelity Communications is no longer accepting payments at the local office. Payments made with a customer service representative over the phone will incur a \$4.50 fee. A \$2 processing fee will be applied for payments made inside Walmart. To avoid any fees when making a phone payment or payment in Walmart, use our convenient and simple automated payment alternatives. Please visit us at [www.fidelitycommunications.com](http://www.fidelitycommunications.com) or contact Fidelity Communications for more information about Fidelity Communications 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 Fidelity Communications 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 1-800-392-8070. For any other billing questions, please contact Fidelity Communications by phone at 1-800-392-8070.

**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) Fidelity Communications may impose a late fee of \$9.50 on the account, in accordance with applicable laws, and show the assessment of this late fee on the invoice. Fidelity Communications will not assess a late fee if services have already been terminated for non-payment. Fidelity Communications 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 Fidelity Communications 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 because 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 TV 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 Fidelity Communications 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.

In such event, we will be wholly relieved from any and all of our duties and obligations under this agreement. 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:** To report service outages or other problems, dial 1-800-392-8070 anytime.

**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 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. Fidelity Communications' 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 TV reception or high-speed internet or phone service, please call our Customer Service Department at 800-392-8070, 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 the area's 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 Fidelity Communications services, including TV, Internet, 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 Fidelity Communications TV or other services. The terms "Fidelity Communications", "we", "our", or "us" refer to Fidelity Communications Co. and the 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 TV 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 auto-dialer 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 internet subscribers access the Fidelity Communications Internet portal page or other Fidelity Communications websites, Fidelity Communications, 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. Fidelity Communications may also collect internet technical data and information about aggregate internet 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 Fidelity Communications 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 provision of phone services, Fidelity Communications may accumulate customer information that relates to the quantity, technical configuration, type, destination, and location of Fidelity Communications Phone Services used by you as a Fidelity Communications Phone Services customer.

## **USE OF COLLECTED INFORMATION**

Under federal law, we may not use our TV system to collect personally identifiable information about you without your consent, except to obtain information necessary to provide you with TV or other services and/or to help us detect unauthorized reception of communications over the TV system. For example, when you interact with certain Fidelity Communications services, the TV 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 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, non personal information is used to help refine our programming offerings and tailor marketing messages to 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. Fidelity Communications 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 addresses, including e-mail address, to non-affiliated 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 Fidelity Communications' services or transactions you make over the Fidelity Communications system. You may prohibit or limit these names 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**

Fidelity Communications' marketing goal is to make its advertisements for its goods and services more relevant to each individual subscriber. To accomplish that, Fidelity Communications 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 TV 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 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

Fidelity Communications does not knowingly collect personally identifiable information from children under thirteen years of age to connect and provide Fidelity Communications TV 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. Fidelity Communications 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. Fidelity Communications 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 Fidelity Communications' 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 Fidelity Communications 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 Fidelity Communications' Open Internet Disclosure Statement containing such information can be found on our website at <https://www.fidelitycommunications.com/legal/transparency-policy>. This disclosure incorporates and includes by reference Fidelity Communications' "Acceptable Use Policy" ("AUP"), available at <https://www.fidelitycommunications.com/legal/aup> and its "Terms of Service," available at <https://www.fidelitycommunications.com/legal/terms-conditions>. Fidelity Communications 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. Fidelity Communications 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 fidelity communications.

Fidelity Communications 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 TV, internet, or phone service, please call our Customer Service Department at 800-392-8070. 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 Fidelity Communications, you and Fidelity Communications agree to binding arbitration of any disputes arising from such services or any aspect of your relationship with Fidelity Communications, except that You and Fidelity Communications 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 Fidelity Communications IN COURT OR FROM HAVING A JURY TRIAL.** You and Fidelity Communications agree that you will notify Fidelity Communications of any dispute within 30 days of when it arises, that you and Fidelity Communications will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in the city of your nearest Fidelity Communications 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, Fidelity Communications 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 Fidelity Communications 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.



# NEW CUSTOMER RESIDENTIAL MONTHLY PRICE GUIDE

## Internet (Modem and WiFi Service included with price)

Lite (25/3 Mbps)	<b>\$40.00</b>
300 Mbps (300/30 Mbps)	<b>\$72.99</b>
600 Mbps (600/40 Mbps)	<b>\$82.99</b>
1 Gig (940/50 Mbps)	<b>\$92.99</b>
Lifeline Broadband Discount	<b>-\$9.25</b>

## FidelityTV (Internet service required)

MUSTView	<b>\$42.00</b>
MUSTVIEW + MEGAVIEW	<b>\$109.75</b>
MAXView	<b>\$12.00</b>
SPORTSView	<b>\$7.99</b>
STARZ®   ENCORE®	<b>\$19.00</b>
HBO®	<b>\$19.00</b>
Cinemax®	<b>\$19.00</b>
Showtime® & The Movie Channel®	<b>\$10.99</b>
HBO® & Cinemax®	<b>\$27.99</b>
First 3 Screens & 10 Hours of DVR	<b>\$0.00</b>
> Each Additional Screen	<b>+\$2.00</b>
100 Hours DVR	<b>\$5.00</b>
200 Hours DVR	<b>\$10.00</b>
<b>FidelityTV Plus Package</b>	<b>\$16.00</b>
6 simultaneous screens, 200 hours DVR space, 1 free Amazon Fire TV streaming device.	
Broadcast Surcharge (varies)	<b>Varies</b>
FCC Regulatory Fee	<b>\$0.09</b>

**Terms & Conditions:** Service may not be available in all areas. Activation of service may be subject to credit approval, deposit or prepayment and requires a valid service address and proper identification. Everyday pricing and services are subject to change with appropriate notice. All rates listed are monthly charges unless otherwise noted. Taxes, surcharges, equipment rental, non-standard installation and other charges are extra. Restrictions may apply. FidelityTV requires a subscription to our broadband service as well as a SmartTV, Amazon Fire®, AppleTV® or other device with access to the iOS and/or Google® play stores. Fidelity may terminate service for non-residential use or abuse of service. Prices are based on residential service only. Please contact our business sales team for more information on business services(<http://www.fidelitycommunications.com/business>). All services are subject to the standard terms and conditions available at <http://www.fidelitycommunications.com/legal/terms-conditions>

## All Prices Per Month

## VoiceMAX Phone \$19.99

Includes: Anonymous Call Rejection, Call Forwarding - Always, Call Forwarding - Busy, Call Forwarding - No Answer, Call Waiting, Caller ID, Caller ID Delivery Blocking, Three-Way Calling, Automatic Callback, Speed Dial (99 Numbers), Voicemail

## Standard Home Phone \$19.00

Includes: Anonymous Call Rejection, Shared Call Appearance, Call Forward Always, Call Forward Busy, Call Forward No Answer, Flash Call Hold, Call Waiting, External/Internal Calling Line ID Delivery, Calling Line ID Delivery Block, Three-Way, N-way Calling, Automatic Callback, Last Number Redial, Speed Call 100.

## Lifeline Home Phone \$1.00

Lifeline Home Phone includes Call Forward Always, Flash Call Hold, Call Waiting, External Line Caller ID Delivery, Internal Line Caller ID Delivery, AutoCallback, Last Number Redial, Speed Call Digit 100, Three-Way Calling

## 18¢ Per Minute Long Distance Plan \$0.18 min

### Additional Fees

Call Return	<b>\$2.00</b>
Call Transfer	<b>\$3.00</b>
Intercept Message	<b>\$10.00</b>
Intercept Message 90 days	<b>\$10.00</b>
Remote Call Forwarding	<b>\$10.00</b>
Selective Call Rejection	<b>\$3.25</b>
Voicemail *included in VoiceMax	<b>\$5.00</b>
Unlimited Long Distance *included with VoiceMax	<b>\$15.00</b>
Long Distance per minute plan	<b>\$0.07</b>
<b>Additional Fees</b>	
Non Published Fee	<b>\$4.50</b>
Inside Wire Maintenance	<b>\$4.50</b>

### REGULATORY AUTHORITY

City of Lawton      212 SW 9th St.      Lawton    OK    73501

### LOCAL OFFICE

**Lawton** | 811 SW D Avenue, Lawton, OK 3501      580-699-2020      M-F, 9-1