

CUSTOMER INFORMATION COMMZOOM, LLC PRIVACY POLICY

YOUR PRIVACY AS A COMMZOOM CUSTOMER

As a customer of commZoom, LLC, you are entitled to know what we do with personal information about you that we receive. We consider our treatment of such information to be a part of the trust you place in us by using our Cable Television, High Speed Internet, and Telephone Services. We have updated this notice to better answer questions you may have, but our basic privacy policy remains the same. We keep only the personal information of our customers that is needed to provide our services; treat it as private, use it only for what we offer you, do not sell it to others, work to keep it secure, and destroy it when no longer needed.

For additional and updated information, please visit our website at www.commZoom.com.

Information We Collect

Personally Identifiable Information – In providing services to you, we obtain certain “personally identifiable information” (“your information”). Your information may include: name, address, telephone number, social security number, driver’s license number, premium service subscription information, billing records, demographic information, user IDs, passwords, email addresses, correspondence, and communications records. In providing our services, we may also collect information about your video equipment, computer hardware and software, modems, routers, settings, and other preferences to aid in customer support.

Cable Television Services – We collect and maintain personal information in providing you with our cable television services.

Unless you are notified and agree, we will not collect user information concerning most video program viewing, except as needed to bill you. In providing some specific cable television services, such as pay-per-view, and entertainment-on-demand interactive cable services, we do maintain limited usage information for billing, programming and related purposes. Aggregate information that does not identify you may be collected and used for programming, advertising, and similar purposes. When we provide digital video recorder services, we may also receive detailed information concerning your use and operation of the recorder for the uses described below in “Use and Sharing”.

Internet Services – Like most Internet service providers, we automatically collect certain general information concerning your use, such as the Internet Protocol (IP) addresses assigned (an identifier assigned to your computer while online), bandwidth used, system and connection performance, browsers used, dates and times of access, and Internet resource requests, including requests to access web pages. This type information is generally retained for about six months. We do not store online messages sent or received unless left in your commZoom High Speed Internet account file. Since we cannot control Web sites or Internet services operated by third parties, we recommend that you review the terms of service and privacy policies of those Web sites and services.

Telephone Services – We provide Voice over Internet Protocol phone services to subscribers of the service. We do not listen to or record your calls. We do, however, monitor certain calls to our staff for quality purposes. If you object to this, you may tell us when you call Customer Care or any staff

member with whom you are speaking. In providing telephone services, we do receive usage information, including numbers called and received, and duration of calls. We retain this information for up to two years, as required by some authorities and treat all such information as private.

Use and Sharing

Use Policy – We consider your information confidential, and use it only in providing our cable television, Internet and telephone services for such things as sales, installation, operations, administration, advertising, marketing, support, network management, maintenance, customer care, communications with you, billing and collection, and for accounting and tax purposes. We may also use such information in dealing with fraud and unauthorized use of our services.

We use aggregate information about our customers and their usage for a variety of purposes. Such aggregate information does not identify individual customers. We may share such aggregate information with third parties, but will not share your own information with third parties without your permission.

Sharing Policy – Federal law prohibits the disclosure of your personally identifiable subscriber information without your consent. The following exceptions apply:

Business activities. We may disclose customer information in order to conduct a legitimate business activity related to providing cable service or other services.

Unauthorized reception of cable service. We may disclose customer information in order to detect unauthorized reception of our cable service.

Names and addresses to third parties. We may disclose names and addresses to third parties for purposes as mailing lists, charities, and direct mail marketing, unless you notify us in writing that you do not wish us to disclose it. You may write us with a nondisclosure request at any time to the return address on your billing statement. No such disclosure may reveal directly or indirectly the cable services you view or other transactions you make.

Court order. We must disclose personally identifiable information without your consent if we are required to do so by a court order. If we are served with a court order requiring disclosure, we will promptly inform you before releasing any information. You will then have an opportunity to contest the order.

Law enforcement request. We may also disclose personally identifiable information without your consent when requested by law enforcement under certain circumstances.

Special Exceptions – We also reserve the right to disclose your information if we have a good faith belief that it is necessary to: (1) comply with the law or legal process served on us; (2) protect and defend our rights or property or the rights or property of others; (3) respond to fraud, abuse, or unauthorized reception; (4) enforce our Customer Privacy Policy; or (5) act in an emergency to protect your safety or that of another. We may also share or transfer your information along with your account as a part of any sale or transfer of all or a portion of our business operations, merger, or combination with another organization. In such a case, you will be notified of any changes in policy.

Outside Parties – commZoom sometimes uses affiliates, vendors, or partners in providing our services and may provide your information for such purposes. We require that outside parties maintain at least the same level of confidentiality that we maintain. In addition, any use by the vendor may not exceed that which is necessary to provide its service. We do not share your information with other third parties without your consent. If you become a customer of a third party directly, you should review its privacy policy, as it may differ from ours.

Retention Policy – commZoom may retain personal customer information in its regular business records as long as you are a customer or until such information is no longer needed for business, tax, or legal purposes. Our security measures for this information are discussed below.

Telephone Services – Federal and some state regulations limit our use and sharing of certain information concerning a customer’s telephone services. This information is known as “Customer Proprietary Network Information” or “CPNI”, and includes information on how you use our telephone services, such as your call patterns, service features, price plans, spending profiles, call destinations and related information. In offering our spectrum of local and long distance telephone, we do use your telephone service information to offer you new services and pricing plans. If you do not want us to use your CPNI for this purpose, you may write to us at the address listed on the cover of this notice or on your regular bill. On the other hand, if you would like us to offer you information on video and data services or would like to learn about our bundled offers, please contact us in any of the same ways. Consenting to allow us to use your CPNI will help us offer you the best and most up-to-date services. Your consent will remain in effect until you notify us in writing that you want to revoke or change your permission. Your choice will not affect the services you now receive. We do not disclose this information to unrelated parties, except as required by law.

Directory Listings – Certain third parties with whom commZoom engages to help facilitate its phone services offer our telephone customers the ability to designate their listings as non-published within print or electronic directories or directory assistance services. Because of the complexity of this process and the involvement of other entities in publishing, errors may occur from time to time. These and certain other telephone services are offered subject to tariff or contractual terms that limit our liability in the event of such errors.

Internet Security

Taking Proper Precautions – Maintaining the security of your personal computer is an important part of protecting your own privacy and of helping us protect our network and customers’ service. You should follow our Acceptable Use Policy and use and update regularly your antivirus software, firewall, wireless network security, and operating system to prevent unauthorized access by others and harm from various forms of viruses. You should regularly back up your computer to preserve your files, including email or other messages you want to keep.

Persons with questionable intent may use the Internet or email to pose as someone you trust or do business with. You should always be sure who you are dealing with before clicking on an internet link or giving personal information. To avoid all these and other forms of attacks, we encourage you to visit the website of the Federal Trade Commission (“FTC”) at <http://www.ftc.gov> for regular updates and tips on protecting yourself. commZoom or its Customer Service Department may take protective action related to your service or contact you directly with information from time to time to help with this effort. While we take reasonable steps to protect your services, we highly recommend that you regularly

change your login password, using hard-to-guess combinations of numbers and letters. Once communications enter the Internet, it is possible for them to be accessed by third parties over whom we have no control. Moreover, since we cannot control web sites or services operated by third parties, you should review their terms of service and privacy.

Spam – commZoom tries to prevent and to block spam, and we encourage your help by preventing unauthorized access to your computer. We suggest that you remain up-to-date on ways to avoid and combat spam by watching for advice and tips on our website at commZoom.com. We may use email to send transactional or relationship messages related to your service. If you prefer, you may opt-out of other marketing messages we may send by notifying us in writing in response to any you may receive.

Cookies – A third party ad server that places ads on our websites may use “cookies” to collect anonymous information about your visit to our website and to manage information concerning your preferences. A “cookie” is a computer code added to a file on your computer as a record of its visit. It does not collect or provide your name or any other personal information about you. It can, however, be read by the website that placed it to note information about your visit, such as your type of web browser, operating system and Internet Protocol (“IP”) address. It can also be used to recognize you when you log in as a registered user or as a repeat visitor returning to our website. This allows us to tailor our site by remembering you and any options you select. You can control what cookies are accepted by your computer through the settings on your web browser or by deleting them from your files. Doing so, however, may limit the personalization available to you.

Third-Party Cookies and Web Beacons – These forms of computer code are sometimes placed by advertisers or others with connection to a webpage and may be read by the ad’s provider. They may use a form of code called a “web beacon” or “clear GIF”. These are usually contained in a transparent image on a page or in an image on an email message and serve as a way to gather information about your visit, such as your IP Address and information or statistics about your visit. As with cookies, you can use your browser settings to control web beacons. We may share non-personal information obtained from cookies and web beacons with vendors, advertisers, and others.

Security of Information

We are aware of instances of customer information security breaches and continue to work on new ways to protect your information. For our most sensitive databases, we use encrypted formats within controlled and secure environments that have restricted access. Nevertheless, although we endeavor to ensure the integrity and security of our network and computer systems, we cannot guarantee that our security measures will prevent unauthorized access.

Children’s Privacy

The websites provided by commZoom are not directed at, nor intended for use by, children under the age of 13. We do not knowingly allow anyone under 18 to provide any personal information on our websites. Children should always get permission from a parent or guardian before sending personal information over the Internet. If you believe your child may have provided us with personal information, you can contact us at the return address on this notice or found on your monthly bill and we will delete the information. You can find more information about protecting children’s privacy by contacting the FTC or viewing its website at <http://www.ftc.gov>.

Child Pornography

As a provider of an electronic communications service, we are required by law to report any evidence we may become aware of relating to violations of laws concerning child pornography.

Customer Rights

As a customer, you may review your personal information maintained by us by contacting a Customer Care representative. We will need a reasonable amount of time to collect the information and remove any references to other customers. You may request correction of any errors in personal information that we collect or maintain pertaining to you. You have the right under federal law to enforce your legal privacy rights concerning our collection, use, and sharing of your personally identifiable information.

Other Terms and Changes in Policy

Other terms and conditions affect our service offerings, including certain Cable Television service contracts, our Acceptable Use Policy for High Speed Internet service, tariffs, and the Terms of Use for our websites. Changes in our service offerings, the law, and policy may cause us to make changes to this and other policies from time to time. Any changes will be posted with the Online Privacy Policy at www.commZoom.com, which also contains provisions concerning privacy as it relates to our websites.

Annual Do Not Call Registry Notice

commZoom maintains the highest standards of ethical conduct in all its marketing activities and is committed to complying with all federal and state law.

No employee or agent of commZoom shall engage in telemarketing practices that violate the provisions of the Telephone Consumer Protection Act of 1991, the FTC Telephone Sales Rule, or applicable state regulations. In performing its duties under these requirements, commZoom provides a written copy of this Do Not Call Policy to all personnel or entities that make calls for telemarketing purposes on our behalf. In addition, we also provide training to all our business office personnel and any personnel engaged in any aspect of telemarketing on our behalf, to ensure that they are informed and knowledgeable in regard to the existence, use, and maintenance of our "Do Not Call" list.

If you do not want to receive sales calls from commZoom, you can ask us to place your telephone number on the commZoom "Do Not Call" list. In compliance with federal and state laws, upon your request, we'll make a record in our files that you contacted us and we will immediately add your number to our "Do Not Call" list. Please allow up to 30 days for your telephone number to be removed from any sales programs that may be currently underway.

- To add your telephone number to our "Do Not Call" list, you can make your request in writing to the address below or by calling 844-858-8500. You should include your name, address, and telephone number in your request.

Attention: "Do Not Call" List Administrator
commZoom
2438 Boardwalk
San Antonio, Texas 78217

- If you have multiple telephone numbers, please tell us all numbers that you want included on the “Do Not Call” list.
- You will remain on our "Do Not Call" list for five years, unless you ask to be removed.
- If your telephone number ever changes, you must give us your new information for your "Do Not Call" status to remain in effect.

Being placed on commZoom’s "Do Not Call" list means that you will not receive sales calls from anyone representing commZoom. We may still contact you, however, for non-solicitation and non-telemarketing purposes. This type of contact may include surveys, billing, and other service-related matters.

Please note that the commZoom “Do Not Call” list restricts marketing contacts from commZoom only, so you may continue to receive calls from other companies including affiliates of commZoom unless you also contact those other companies directly. However to make this process easier, you may add your number to the National Do Not Call List. You may do so by calling 1-888-382-1222, or going online at www.donotcall.gov.

Please be assured that commZoom respects your right to privacy.

GENERAL INFORMATION

Services and prices – Please contact us at 1-844-858-8500 or by visiting our website at www.commZoom.com for information on services and prices including:

- Products and services offered
- Prices and options for subscribing to services
- Channel positions
- Installation and maintenance policies and prices
- Instructions for using our cable service

Miscellaneous Fees – A late fee is added to any bill amount unpaid after the due date, which is the 10th of the month. If your payment is made with a non-sufficient fund check, your account will be charged a \$25 returned payment fee. An equipment replacement fee is assessed for any commZoom equipment damaged by the customer.

Delinquent Accounts – If your service is disconnected for non-payment, we require full payment of the balance, a deposit, a reconnect fee, and a minimum of one month’s service before reconnecting service.

Disconnect Policy – A request to disconnect cable service can occur at any time. Billing for service will stop on the day you request the service to be discontinued. Equipment provided to you by your local cable office must be returned upon disconnecting, or appropriate charges will be assessed.

Signal Blocking Devices – If you can see images or hear sound from a scrambled premium or adult channels that you do not subscribe to, you may have these channels blocked.

TELEVISION EQUIPMENT COMPATIBILITY

Set-top boxes. One hundred percent (100%) of the channels in the commZoom IPTV system are encrypted and require a set top box to be received. Some models of TV receivers and other devices (VCRs, DVD Players, TiVo...etc.) may not be able to receive all of the channels offered on our system. Channel compatibility problems will occur if TVs and certain other equipment are not connected directly to a cable set top box. Use of a set-top box on the commZoom system are required to receive our IPTV transmissions. For analog transmissions, which are available in some specific portions of the commZoom network, it is not necessary to have a set top box.

If your service is received through a set-top box, you may not be able to use special features and functions on certain TVs and other devices. For example, some set-top boxes may not be compatible with features that allow you to view a program on one channel while simultaneously recording a program on another channel; record two or more consecutive programs that appear on different channels; or use advanced picture generation and display features such as "Picture-in-Picture."

Special equipment. Scrambling or encryption technologies may affect your reception of signals. We require the use of a set top box to receive signals.

Remote control devices. Remote control devices for the commZoom IPTV service are the NOVA brand, which come with the Entone set top boxes. Third-party remotes, which include a "learning feature" may also be compatible.

Unauthorized reception of cable service

Federal and state laws make it a crime to receive, or assist another in receiving, any cable service without our express authorization. Violators face substantial criminal penalties including fines and imprisonment. In addition, we are entitled under the law to sue cable thieves in federal or state court and obtain injunctions and substantial damages. Reception of any cable service without our express authorization is prohibited.

COMPLAINT PROCEDURES

In the event that a service or billing issue occurs, you should call us at the telephone number listed on this notice. A fully trained Customer Service Representative can often resolve your problem over the telephone. If this cannot be done, we will set up an appointment for a skilled technician to come to your home. If, in your opinion, the service technician fails to correct the reception problem, you should call us again and we will review the actions taken. Should we continue to be unable to resolve the problem to your satisfaction, we will explain the reasons we cannot solve the problem. If you believe commZoom has not properly resolved your issue, you have the right to contact the applicable franchise authority at the address and telephone number listed on your monthly cable bill.

FRANCHISE AUTHORITY CONTACT INFORMATION

<u>FRANCHISE AUTHORITY</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
Public Utility Commission State-Issued Cable Franchise Authority (SICFA)	1701 N. Congress Avenue, P.O. Box 13326 Austin, Texas 78711-3326 Physical Location: William B. Travis Bldg. 1701 N. Congress Avenue, 7 th Floor, Austin, Texas 78701 customer@puc.texas.gov	512-936-7000