

CABLE PRIVACY POLICY

The following notice is provided by Grande Communications® to inform you of our practices regarding personally identifiable information that may be collected in the course of providing cable service to you. This notice is being provided under the Cable Communications Policy Act of 1984 (the “Cable Act”). If you are a subscriber to the Grande Communications® service, this notice also makes reference to the Electronic Communications Privacy Act of 1986 (“ECPA”) and the Online Copyright Infringement Liability Limitation Act of 1998 (“Copyright Act”).

This notice pertains only to personally identifiable information about you that you have furnished to us, or that we have collected, in order to provide service to you including the Grande service. Personally identifiable information does not include aggregate data that does not identify you. It also does not include information about you that is collected other than in the course of providing cable service or that is obtained from publicly available sources.

The Cable Act pertains to such personally identifiable information to the extent it is directed by you to, or collected by, Grande within Grande’s operations.

Seven areas are covered by this Notice:

1. The nature of personally identifiable information collected about you and the way we use such information;
2. The nature, frequency, and purpose of any disclosure which we may make of such information;
3. Disclosure of information to governmental entities and through legal process;
4. The period of time we will maintain such information;
5. Your online communications with the Grande service;
6. The time and place you may have access to our collection of such information; and
7. Your rights under the Cable Act

COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION

In order to provide service to you and operate efficiently, we collect the following types of information about you that may constitute personally identifiable information: your name, home and work address, telephone numbers, social security number, and credit information. Depending on the services we provide to you, our records may also include information on billing, payment, damage and security deposits, maintenance and repairs, the number and location of personal computers (“PCs”) in your home and your PC configuration at the time of installation, the service options you have chosen, and the number of digital receivers or other cable equipment installed in your home. We also keep records of research concerning customer satisfaction with the service, which are obtained from customer interviews and questionnaires. Additionally, we may have a record of whether you rent or own your home in the event that

landlord permission is required prior to installing our cable facilities. We also maintain customer correspondence (via email or otherwise) and, if you are a Grande customer, records of violations and alleged violations of your Residential Agreement and other rules governing use of the Grande Service. Finally, we may sometimes obtain from third parties publicly available information about our customers that is not personally identifiable information under the Cable Act. The personally identifiable information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about Grande’s services; to improve the quality of Grande’s services; to answer questions from customers such as troubleshooting; to ensure compliance with relevant law and contractual provisions; and for tax and accounting purposes.

In addition, Grande, as described above, in providing the Grande service to you, also has access to personally identifiable information about you or your Grande account including the name and address associated with a given IP address or email account.

Under the Cable Act, we may collect personally identifiable information over our system without your consent if it is necessary to provide services to you, or to prevent unauthorized access to services or customer data. However, if you are a Grande customer, you have consented in the Residential Agreement to the collection of such information by Grande as described above.

DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

Personally identifiable information that we maintain related to our customers will be disclosed with the prior written or electronic consent of the customer only if: (1) it is necessary to render, or conduct a legitimate business related to the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) for mailing lists as described below. The types of persons to whom information about you may be disclosed in the course of providing cable service to you include the employees of Grande and its related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to Grande when they have a legal right to inspect our books and records.

In addition, if you are a Grande customer, information, including personally identifiable information, may be shared within Grande in providing the Grande service. The types of persons to whom information about you may be disclosed in the course of providing the Grande service to you may include, in addition to those persons listed above, other entities who provide content and/or services to the Grande service or to you via the Grande service.

Information for billing purposes is generally provided on a monthly basis. Information for other purposes is provided, as it is needed.

Unless you object, the Cable Act also permits us to disclose personally identifiable information to others, such as advertisers and direct mail or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for purposes other than as described in the preceding three paragraphs and in Section 3 of this notice is limited to the following "mailing list information": your name, address and the particular services to which you subscribe (e.g. HBO or other premium channels or tiers of service). Mailing list information cannot include the extent of your viewing habits or use of a particular service, including the Grande service, or the nature of any transaction you make over the cable system. We may disclose such mailing list information from time to time. In addition, such disclosures may include publicly available information we obtain from third parties that is not considered personally identifiable information.

If you wish to have us remove information about you from our mailing list information, please notify us in writing at your local Grande Customer Care Center.

DISCLOSURE OF INFORMATION TO GOVERNMENT ENTITIES AND OTHER LEGAL PROCESS

Federal law requires us to disclose personally identifiable information to a governmental entity or other third party pursuant to a court order. If the court order is sought by a governmental entity, the Cable Act requires that you be offered the opportunity to contest in court any claims made in support of the court order sought. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support. Such information may be obtained without a court order and does not require that a customer be given notice of and the opportunity to contest the disclosure.

If you are a customer to the Grande service, ECPA requires Grande to reveal information to the government in certain

additional circumstances. ECPA addresses both the content of communications on the Grande service, as well as customer record information. ECPA requires Grande to disclose to governmental authorities the content of communications in response to a criminal warrant or court order without notice to you; or with your consent.

In addition, under ECPA the government may require Grande to disclose customer record information (but not the content of communications) pursuant to a warrant, court order or subpoena without any notice to you; or with your consent. If a subpoena is used, the information that governmental officials may obtain is limited to the following: name, address, telephone number or other customer number or identity, length of service as a customer, and types of services used by the customer.

If you subscribe to the Grande service, a private party may use a subpoena under the Copyright Act to obtain information about you to maintain a copyright infringement suit against the poster of online material, without any notice to you.

TIME PERIOD THAT WE RETAIN PERSONALLY IDENTIFIABLE INFORMATION

We maintain personally identifiable information about our customers for as long as it is necessary for our business purposes. This period of time lasts as long as you are a customer and up to fifteen additional years so that we can comply with tax and accounting requirements.

YOUR ONLINE COMMUNICATIONS ON THE GRANDE SERVICE

When you use the Grande system to transmit information, ECPA permits us to access such information, including the content of communication. It also permits us to disclose such information to an addressee or intended recipient (or his or her agent); to a person involved in forwarding such information to its destination; when it is necessary to provide service or to protect our rights or property; to others with the consent of the customer or an addressee or intended recipient (or his or her agent); to law enforcement if such information appears to be evidence of child pornography or was inadvertently obtained and appears to pertain to a crime; or as otherwise provided by law. In the Residential Agreement, you have agreed that Grande may monitor content on the Grande service; and may disclose any information in the possession of either to protect their respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

ACCESS TO RECORDS

Under the Cable Act, you have the right to inspect our records that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect our records, please notify us in writing and an appointment at our local business office will be arranged promptly during our regular business hours.

YOUR RIGHTS UNDER THE CABLE ACT

The Cable Act provides you with a cause of action for damages, attorney's fees and costs in Federal District Court should you believe that any of the limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us. The Residential Agreement applicable to you may provide that, to the extent permitted by law, any claims that you have under the Cable Act will be decided in arbitration and attorney's fees and punitive damages will not be available.

POLICIES AND PROCEDURES

Grande is firmly committed to a policy of Equal Opportunity. No person shall be discriminated against because of race, color, religion, national origin, sex, age or handicap. Service calls and installation work will be performed on an

appointment basis. Appointments are usually made in four-hour blocks during normal business hours. If you have special needs beyond these appointment options, please call us and we will do our best to accommodate you. Our technical staff will not enter your home to perform work if a responsible adult is not present. Someone 18 years of age or older must be home during the installation or service call. We have established this policy to protect you and our employees.

We will replace and/or repair malfunctioning equipment that we lease. You will be charged, however, for any visit that does not involve the repair of our equipment or which is due to misuse of our equipment. You may request that your cable service be disconnected at anytime. Your billing for services will stop on the day you request to be disconnected. To avoid further liability, all digital receivers, modems, remote controls and other Grande owned equipment must be returned to Grande at the time of disconnection.

We reserve the right to change our service equipment, prices, and fees at any time. We also reserve the right to rearrange, delete, add to or change the services provided. If we do any of these things, pursuant to federal and local requirements, we will notify you in advance of the change and inform you of its effective date.