

Lycom Communications Privacy Policy

Lycom Communications is committed to protecting and securely maintaining our customers' Personally Identifiable Information (defined below) all while delivering traditional and useful new services during this age of rapid change in technologies and applications. Lycom Communications publishes and updates this privacy policy to better inform you of our practices regarding Lycom Communications' collection, use, protection, and disclosure of your Personally Identifiable Information in the course of our providing all our communications and related services ("Services") to you, including cable television, high speed Internet and, in certain areas, telephone services. For purposes of clarity, "Services" as defined herein excludes any services or equipment provided by Lycom Security, which are covered by a separate policy, viewable at <http://www.lycomonline.com>.

Under federal law (47 U.S.C. § 551), we tell you when you first become a customer and annually about our privacy policy. We will update this privacy policy as necessary and provide you with access to the most recent version by posting it on our websites at <http://www.lycomonline.com>. We encourage you to review our policies (including our acceptable use policy and service agreement) by visiting our websites periodically for the latest information and updates. If you continue to use the Services following changes to our policies, whether or not you have reviewed them in full, we will consider that you have acted and consented to the policies and the changes. If you find these policies or any changes unacceptable, you have the right to tell us about them or cancel service.

You can learn more about your privacy rights by visiting the websites of the Federal Trade Commission at <http://www.ftc.gov>, and the Federal Communications Commission at <http://www.fcc.gov>.

Information We Collect

In general, we collect and keep only Personally Identifiable Information that is needed to provide our Services to you or to detect unauthorized reception or use of our Services. We treat Personally Identifiable Information as private, use it only for the Services we offer or provide directly to you, do not sell it to others, work to keep it secure and from being accessed without proper authorization, and destroy it when no longer needed. While we cannot cover here every particular situation where Personally Identifiable Information may be affected, we describe those situations below that we believe are most significant and would be of interest you.

Personally Identifiable Information - As a result of your subscribing to and our offer or provision of Services to you, we obtain certain information that does identify you individually ("Personally Identifiable Information"). We consider our protection and use of the information that does identify you to be as secure as the law allows and a part of the trust you place in us by using our Services. We will only use your Personally Identifiable Information in a manner that is consistent with the terms of this policy.

We do not consider information that is aggregated about our subscribers and which does not identify you specifically to be within this definition. This type of aggregate information may include items such as the number of customers who have purchased a premium video service, or the number of Internet subscribers accessing a particular Web site on a particular day, and while discussed herein, is not covered by this policy.

Specifically, Personally Identifiable Information may include but is not limited to items such as the following: your name, service address, billing address, telephone number(s), social security number, driver's license number, demographic information, user ID's, passwords, email addresses, credit history, or other information obtained from third parties, correspondence, repair or service requests, account notes, and related communications records. We may also maintain and protect customer information concerning credit, billing and payments, security deposits, bank accounts and credit cards, purchases of products, services, and/or programming made over the cable system, maintenance and repair, equipment and services you receive from us and other service-related functions. In offering and providing our Services, we may also collect other information that may, in some instances, be considered Personally Identifiable Information, such as: your video equipment, set top boxes, the number and location of television sets in your home that are connected to our cable system, computer hardware and software, modems, routers, associated electronic addresses, settings and other preferences to aid in billing, maintenance, and customer support..

You should know, and we ask you to read the specifics below, that lists of multiple customer names and addresses are permitted to be disclosed (without ever revealing any of your transactions or the extent of your use of our Services) unless you specifically request that we not include you on such lists. As outlined more specifically below, you may elect to not participate in our use of such information.

Cable Television Services - We collect Personally Identifiable Information in connection with the provision of our cable television service. Unless you are notified and agree, we will not collect information concerning your video program viewing, except as needed to bill you, to provide a cable service or other related service to you, or to detect unauthorized reception of our cable television service. In providing certain cable television services, such as pay-per-view, video-on-demand and interactive cable services, we do maintain limited usage information for billing, programming and related purposes. Aggregate information that does not identify you personally is collected by the cable system in order to determine things such as which programs are most popular, how many people are watching the show, and which cable features are used most often.

High Speed Internet Services - Like most Internet service providers, we automatically collect certain general information concerning your use of our high speed Internet service, such as the Internet Protocol (IP) addresses assigned (an identifier assigned to your computer while online), MAC addresses (individual equipment identifiers) of equipment that is used, bandwidth used, system and connection performance, browsers used, dates and times of access, and Internet resource requests, including requests to access web pages, web mail servers, and other servers. Some of this information may identify those subscribers who have downloaded certain materials

or accessed certain websites. This type of information is generally retained for about two months. We do not store online messages sent or received unless left by you in your Lycom Internet account file.

Voice Over Internet Protocol (“VOIP”) Telephone Services - In some areas we provide telephone services by facilities-based “voice over Internet protocol” (“VoIP”). We do not listen to or record your calls unless required to by court order as described herein. In providing telephone services, we do collect call detail information, including numbers called and received and duration of calls (“Call Detail”). We retain Call Detail for up to three years, as required by some authorities, and we treat all such information as private unless we are lawfully required to disclose it or you ask to see it yourself.

Use and Sharing

It is our policy to collect and use only the Personally Identifiable Information needed to provide the Services we offer with the quality you expect and in connection with our regular business activities and operations. It is also our policy to keep your Personally Identifiable Information secure and to retain it only as long as needed for our business purposes or as the law may require. We take reasonable precautions to identify you or your authorized representative when we receive an inquiry on your account as permitted by law. We also take such actions that are necessary to protect Personally Identifiable Information from unauthorized access. These include requiring you to authenticate your identity before releasing information over the phone or by other electronic means.

Use Policy - We consider Personally Identifiable Information confidential, and use it only for the business purpose of providing our Services and for related purposes, for example, such as sales, installation, operations, administration, advertising, marketing, support, network management, advanced services, maintenance, customer care, communications with you, billing and collection, and for accounting and tax purposes. We may also use such information to monitor for, detect and protect against both fraud and unauthorized use of our Services.

Sharing Policy - Lycom sometimes uses affiliates, vendors, business partners and others outside of Lycom (“business partners”) who assist us in providing our Services to you. We may, without your prior consent, provide Personally Identifiable Information to business partners for such purposes. We require that our business partners maintain at least the same level of confidentiality that we maintain with respect to your Personally Identifiable Information. In addition, any use of Personally Identifiable Information by an outside party may not exceed that needed to provide its service to us or you. Certain information may be processed and stored in Canada, and the government, courts or law enforcement or regulatory agencies of that country may be able to obtain disclosure of your information through the laws of that country. We do not share Personally Identifiable Information with other third parties without your consent except as required by law. If you become a customer of a third party provider of any services using our system (such as Amazon, Yahoo!, or Google), you should review that provider’s privacy policy, as it may differ from ours.

Cable Television Services - We will not provide advertisers, content providers, or any other third party who is not acting on Lycom's behalf in the course of providing cable television service to you with Personally Identifiable Information unless we have received your consent first, except as required by law. We do provide aggregate information that does not personally identify you concerning pay-per-view, entertainment-on-demand and interactive services to programmers, advertisers, audience measurement firms, and certain other third parties. Personally Identifiable Information associated with these services is not shared with programmers or third parties except on an aggregated basis. By using any of Lycom's interactive services and providing personal information to third parties, you are consenting to our collection and use of that personal information in accordance with the responses you provided.

Lycom may also associate Personally Identifiable Information with aggregate information or with information from others in order to provide advanced products and services to you. Lycom and its vendors may also use such information to distribute relevant programming and advertising to customers without disclosing Personally Identifiable Information about customers to programmers or advertisers.

High Speed Internet Services - We do not read, maintain copies of or disclose the content of your email messages, instant messages, online chats, "voice-over-internet" calls or the content of other online communications that reside on or pass through our service unless required to by law. Incoming and outgoing email messages are generally scanned automatically to identify and filter out likely spam or harmful messages and for viruses, spyware and related problems that could negatively effect your equipment, the network or other users. We may use email to send transactional or relationship messages related to the Services. If you prefer, you may opt-out of other marketing messages we may send by writing to the return address on your billing statement. Please include your name, address, and account number when contacting us for this purpose.

Voice Over Internet Protocol ("VOIP") Telephone Services - Federal regulations limit our use and sharing of certain information concerning a customer's telephone services relating to the quantity, technical configuration, type, destination, location, nature of telecommunications or telephone toll service you receive and the amount of your use of telephone service. 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, and spending profiles. Lycom will use, disclose, or permit access to CPNI only in its provision of the communications service from which such information is derived; for services necessary to, or used in, the provision of such communications service, including the publishing of directories; to initiate, render, bill and collect for communications services; to protect the rights or property of Lycom, or to protect users or other carriers or service providers from fraudulent or illegal use of, or subscription to, such services; to market services within the categories of services to which the customer already subscribes; to provide inside wiring installation, maintenance, or repair services; as required by law; or as expressly authorized by the customer.

CPNI - We do not release CPNI to unauthorized persons over the phone. Customer Care will not release CPNI over the phone without first authenticating that the person calling is authorized

to receive such information. The authentication process will require you to give us your Name, Address, and total amount of last bill. We may provide routine service of your account if we are able to do so without releasing CPNI by using an authentication process which may include readily identifiable information.

Caller ID, 911 and Directory Services - Lycom may disclose to others personally identifiable information in connection with features and services such as Caller ID, 911/E911, and directory services as follows: We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800, 888, 877, or 866 numbers. We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records, inclusion in “reverse 911” systems, or to troubleshoot 911/E911 record errors.

Directory Listings - We may publish and distribute, or others may publish and distribute, telephone directories in print, on the Internet, and on removable or storage media. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction on use. We may also make subscriber names, addresses, and telephone numbers available directly or indirectly, through directory assistance operators. We may provide subscribers’ names, addresses, and telephone numbers to unaffiliated directory publishers and directory assistance providers for their use in creating directories and offering directory assistance services. Once our subscribers’ names, addresses, and telephone numbers appear in telephone directories or directory assistance, they may be sorted, packaged, repackaged and made available again in different formats by anyone. We offer our telephone customers the ability to designate their listings as non-published within any of these print or electronic directories or directory assistance services. There is a fee for subscribers who choose to have non-published or unlisted numbers. We take reasonable precautions to ensure that non-published and unlisted numbers are not included in our telephone directories or directory assistance services, but we cannot guarantee that errors will never occur. 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 contractual terms which limit our liability in the event of errors.

Special Exceptions - We reserve the right to disclose Personally Identifiable Information if we have a good faith belief that it is necessary to: (1) comply with the law or legal process served on us, including, but not limited to, governmental criminal or administrative subpoenas, court orders, warrants and summonses; (2) protect and defend our rights or property or those of others; (3) respond to fraud, abuse, identity theft, or unauthorized reception of our services; (4) enforce our Website Visitors’ Agreement and Terms of Use, our Acceptable Use Policy or related standards; or (5) act in an emergency to protect your personal safety or that of another; or (6) prevent or assist in preventing child abuse. We may also share or transfer Personally Identifiable Information along with your account records 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.

Retention Policy - Lycom may retain Personally Identifiable Information in its regular business records as long as you are a customer or until no longer needed for business, tax or legal purposes. We will maintain this information for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected or to satisfy legal requirements. Our security measures for this information are discussed below.

Cookies - A third party ad server that places ads on our websites or websites visited by you while using our service may use “cookies” to collect anonymous information about your visit to the 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. 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 and your access to sections of our websites.

Law Enforcement and Legal Requests

Information Disclosure - We regularly receive legal requests from governmental entities and law enforcement personnel for customer information and records. We also receive discovery requests in civil litigation. In all such cases, we cooperate by providing such information as the law requires. Federal law generally allows civil parties to obtain information about you only with a court order and advance notice to you. Federal law provides generally that the government must obtain a court order for disclosure of Personally Identifiable Information and can do so only upon a showing of clear and convincing evidence that you are reasonably suspected of engaging in criminal activity, and the information sought would be material to the case. The law also generally affords cable subscribers an opportunity to appear and contest the disclosure of Personally Identifiable Information to a government entity pursuant to a court order. However, under certain specific circumstances, a governmental entity may obtain or issue a warrant, summons, subpoena (criminal or administrative) or other legal process that requires us to disclose communications or records concerning you such as name; address (physical or email); local and long distance connection records, or records of Internet or telephone session times and durations; telephone or instrument number or other subscriber number or identity, including any temporarily assigned network address (such as an IP address); and the means and source of payment for services, including any credit card or bank account number. Such a subpoena could also require that we not notify you of the request. In those circumstances, we will not provide you with advance notice, but in no circumstances will we provide records that reveal your selection of video programming from Lycom unless specifically ordered to do so.

The laws concerning your privacy and government access change from time to time and may affect how we are required to respond. Due to this fact and the volume of requests we receive, we do not assume any duty to notify you of receipt of any legal requests.

Cable Television Programming Selections - Records concerning video programming selections

may generally be obtained only under court order, after notice is given to you and you have the opportunity to object in court.

Internet Information - Your account records and information concerning your Internet access may be the subject of court orders or subpoenaed by the government or others through the courts. Internet messages and files shared over “peer-to-peer” services often include your IP Address, and you can be identified in this way if we receive a lawful subpoena or court order. As with telephone interception, details concerning your Internet access and the content of certain communications can be obtained by law enforcement through a warrant, summons, court order or sometimes a subpoena or similar authority. In addition, the law permits us to disclose to law enforcement, voluntarily and without prior notice, customer information, including the contents of communications, if we reasonably believe that an emergency involving immediate danger of death or serious physical injury requires such disclosure without delay or if we deem it necessary to prevent or assist in preventing or investigating child abuse.

Telephone Information – Except for some limited instances of matters involving national security, current law requires law enforcement authorities to obtain a court order or other similar authority for a telephone wiretap or to use a pen register or trap and trace device to capture dialing information or monitor calls. Our interconnected VoIP telephone services are subject to similar interception standards. Law enforcement can also subpoena Call Detail and account information.

Security of Your Personally Identifiable Information

We are aware of the publicized instances of customer information security breaches and continue to work on new ways to protect Personally Identifiable Information. For our most sensitive databases, we use encrypted formats within controlled and secure environments that have access restricted to only our most trusted employees. 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 all instances of possible unauthorized access. It is a federal criminal offense to (1) access our computer systems without authorization, or in excess of authorized access; (2) wrongly take information from our computers; and (3) engage in pretexting practices, which include making false or fraudulent statements or representations to an employee, agent, or customer, in order to gain access to customer accounts or confidential phone records via the Internet, or by other means, without prior authorization from the customer to whom such records belong, or relate to. Consistent with these measures, we strictly prohibit the release of such information to unauthorized persons.

Since we cannot control Web sites or Internet services operated by third parties that you may visit through use of our Services, we recommend that you review the terms of service and privacy policies of those Web sites and services.

Children’s Privacy

The websites provided by Lycom are not directed at, or intended for use by, children under the age of 13. 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 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 or child abuse.

Customer Access to Information

You may check the accuracy of personal information in your account by contacting a Customer Care representative. We also will make a more complete review of your Personally Identifiable Information available to you within a reasonable time following a request. You may examine the information upon prior request and at your own cost during business hours at the Lycom office listed on the return address of this notice or noted on your billing statement, and you may advise us of any errors you would like us to correct. **We will generally not provide Call Detail information over the phone but only mail it to the account's address of record.**

Your Enforcement Rights

You can enforce your legal privacy rights concerning our collection, use and sharing of your Personally Identifiable Information. Among your remedies is the right to seek damages and reasonable costs and attorneys' fees under 47 U.S.C. 551. You have a right under federal law to see Personally Identifiable Information that Lycom collects and maintains. If you would like to see your Personally Identifiable Information, please send a written request to the address listed on the cover of this notice or on your regular bill. Alternatively, Lycom will be glad to make an appointment for you to come in to our office during regular business hours to review your Personally Identifiable Information. If your review reveals an error in our records, Lycom will correct it.

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 at <http://www.lycomonline.com>.