



SUBSCRIBER PRIVACY NOTICE

As a subscriber to cable service from Frankfort Plant Board (FPB) you are entitled under Section 631 of the Cable Communications Policy Act of 1984 (the "Cable Act") to know the limitations imposed upon cable operators in the collection and disclosure of personally identifiable subscriber information, the type of personally identifiable information we collect, how we use subscriber information, under what conditions we may disclose such information, the period during which we maintain it and the rights of subscribers concerning such information and its disclosure. As used in this notice "Frankfort Plant Board," "FPB," "Plant Board," "we," "us," "our," and similar terms refer to Frankfort Plant Board. This law relates only to personally identifiable information.

1. COLLECTION AND USE

To continue providing reliable and high quality service to you, we keep regular business records that contain the following types of personally identifiable information: your name, service address, billing address (if different), telephone numbers, social security number, credit information, driver's license number and subscriber correspondence. Our records include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets are in your home, the service options you have chosen, the pay-per-view movies and events you have ordered, and the number and location of converters or other cable equipment installed in your home. We maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires. In addition, we may combine personally identifiable subscriber information, which we collect as part of our regular business records with personally identifiable information obtained from third parties for the purpose of creating an enhanced personal database to use in marketing and other activities. Additionally, if you rent your home, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address. When you use interactive television services, the cable system automatically collects information on your use of such services, including information on the choices that a subscriber makes from the range of services offered, including the programs you view or services you order on the cable system, and the time you actually use the services or view the programs. Information concerning the use of other features of the cable system is also collected, such as which menus and menu screens are used most often, the time spent using them and the use of the remote control feature.

Without your written or electronic consent, we cannot collect personal information over the cable system unless it is necessary to provide cable or other service you have requested or to prevent unauthorized access to services or to subscriber data. We collect information contained in cable interactive television because it is necessary to provide a service you have requested.

Our detailed business records are used (and personal information contained in them) generally to help ensure you are being properly billed for the services you receive, to send you pertinent information regarding your cable services and other products and services which we may make available from time to time, to improve the quality of the services we provide; and for all tax and accounting purposes. Specifically, the information in these records is used to sell, install, maintain, connect, reconnect and disconnect services; to bill and collect service related charges; to measure subscriber satisfaction and improve marketing and programming decisions; to mail related materials; to ensure compliance with relevant law and contractual provisions; to provide you with information about our products and services or new products and services which we may make available from time to time; and to answer question from subscribers. It helps us to customize the interactive television services based on the interests of subscribers, and to direct programming and advertising that is likely to be of interest to you. It also helps us to protect our network from unauthorized use and to track any unauthorized access to services or subscriber data. We take all reasonable precautions to prevent unauthorized access to this information.

2. DISCLOSURE

FPB considers the information contained in the business records we keep to be confidential. Unless prior written or electronic consent is obtained, personal information which we maintain related to our subscribers may be disclosed to a third party if (1) it is necessary to render or conduct a legitimate business activity related to the cable and other services we provide; (2) such disclosure is required by court order and you are notified of such order; or (3) to a governmental entity as described below. The Cable Act requires us to inform you of the nature, frequency and purpose of any disclosure, which may be made of such information, including an identification of the types of persons to whom the disclosure may be made. In the course of providing our cable and other services and in informing you about new products and services which we may make available from time to time, we may make your records available to our affiliated entities, employees, agents and contractors in order to install, market, provide and audit service on each occasion that access to the information is needed. We may also occasionally release the subscriber list of a particular cable system to consumer and market research organizations for the purpose of determining the reaction of our subscribers to advertising and programming choices currently available to them or which may become available in the future. Access for these purposes is routine and does not occur with any specific frequency. Further, we make our subscriber records available each month or as needed to one or more independent billing houses for billing purposes; to mailing services and programmers each month for program guide distribution; to programmers and outside auditors when required; to attorneys and accountants on a continuous basis to render service to the company; to franchising authorities to demonstrate compliance, whenever such concerns are raised; to collection services if required to collect past due bills at such time as bills are submitted to collection; to law enforcement when required to prevent network damage or the unauthorized reception of service; to governmental entities as set forth below; and to the United States Postal Service, when required, in connection with mailing. In addition, when you use interactive television services, certain information relating to your use of these services may be disclosed to third parties providing content or services on the interactive television platform. Such disclosure may include, without limitation, information on the choices that you make along the range of services offered, including the programs you view or services you order on the cable system, and the time that you actually use the services or view the programs. Under the recently enacted USA PATRIOT Act of 2001 (the "Act"), a governmental entity may require us to disclose certain information concerning your subscriber account for cable television service without advance notice to you. Upon receipt of a Federal or State administrative, grand jury or trial subpoena, or otherwise set forth in the Act, we are required to disclose to the government the following subscriber records: your name and address; how long you have subscribed to our service(s) (including start date) and the type(s) of service(s) utilized; your telephone number or other subscriber account identifying number(s); and the means and source of your payment(s) (including any credit card or bank account number). These new procedures set forth in the Act do not apply to records revealing your selection of video programming. As before, a governmental entity may obtain records revealing your selection of video programming by court order only if it offers clear and convincing evidence that such records are material to a criminal case and if you are given the opportunity to appear and contest this evidence.

3. MAILING LISTS

Unless you object, the Cable Act allows us to disclose certain information to others, including advertisers and direct mail or telemarketers, for noncable related purposes including selling or disclosing customer lists to commercial or charitable users thereof. Disclosure for such purpose would typically be your name and address, and would not include the extent of your viewing or use of a particular service or the nature of any transaction made over the cable system. We do not currently sell our subscriber list or otherwise disclose it to commercial or charitable users. If we choose to do so in the future, we will provide you with information about how to remove your name from such lists.

4. RETENTION

The Cable Act requires us to inform you concerning the period during which we will retain information. As required by the Cable Act, we destroy customer information that is no longer necessary for the purpose for which it is collected unless there is a legitimate request or order to inspect the information still outstanding or the information remains in routine records that are periodically discarded under our document retention policies. The

information that you have provided us upon installation of service is maintained in our management information system and billing systems, and is updated as new information is added. Accounting and billing records are retained in accordance with the record retention schedule for state and local governments. Routine paper records necessary to render, or conduct legitimate business activities related to the cable service provided you as a customer are kept in accordance with that same schedule. Paper records such as work orders and records of technical maintenance and service you are provided are retained according to that schedule as well. These records may remain on file even after you have terminated service. Subject to applicable law, records relating to involuntary disconnects are kept indefinitely by us to facilitate collection and evaluation of credit worthiness and are updated as new information is added.

5. CUSTOMER RIGHTS

As described above, the Cable Act establishes your rights as a customer and the limits upon the cable operator with respect to the collection and disclosure of customer information. You have the right to inspect our records that contain information about you and to correct any error in our information. If you wish to inspect the records pertaining to you, please contact us at the system business office between the hours of 7:45 a.m. and 4:30 p.m., Monday through Friday (holidays excluded) at 317 West Second Street, Frankfort, Kentucky, to set up an appointment. You may bring a private civil action in U.S. District Court and you may seek to recover damages, costs and attorney fees if your rights under Section 631 of the Cable Act have been violated, subject to certain immunities that have been provided us under the USA Patriot Act of 2001.

We reserve the right to revise this policy, or any part thereof. Use of our service following notice of such revisions constitutes your acceptance of the revised policy.

SIGNAL LEAKAGE

1. TAMPERING LEADS TO CABLE SIGNAL LEAKAGE

Any unauthorized hookups by customers found by the Plant Board can result in retroactive charges, a \$50 tampering charge, and possible prosecution. Cable Signal Leakage (CLI) occurs when frequencies transmitted within a cable system are not properly contained within the cable plant, loose connectors, damaged cable, and equipment may cause leakage. These connectors, cables, and equipment may be in the cable system or inside the home.

The FCC requires that all detected leaks be repaired in a timely manner. For leaks caused by customer equipment or in-home wiring, repairs must be made or service could be disconnected.

For more information on cable signal leakage, go to http://www.fcc.gov/csb/facts/sig_leak.html or got to www.fbb.cc.

CABLE TELEVISION SERVICE PROVISIONS

1. Whenever service is terminated, the subscriber shall return any Plant Board equipment, such as a converter, to the Plant Board Office. If the returned equipment is received by the Plant Board and is found to be in satisfactory working condition, and subscriber has paid all service charges and any other applicable fees or charges, subscriber shall be entitled to the original amount of the deposit for the equipment without interest. If the returned equipment is returned to the Plant Board and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the subscriber, but shall be retained by the Plant Board and applied toward the cost of its repair or replacement. The customer will be responsible for the cost of damaged equipment not covered by a security deposit.

2. Any equipment or service rendered to the subscriber is subject to no warranties from the Plant Board, either expressed or implied. Subscriber agrees to pay the Plant Board for any repairs to its equipment and facilities at the Plant Board's applicable rates. The subscriber agrees not to tamper with any of the Plant Board's equipment or alter, in any manner, any Plant Board property. The subscriber shall also receive the Plant Board's CATV Service with the understanding that subscriber will adequately safeguard all Plant Board properties upon the subscriber's premises from alteration and abuse from others, and that subscriber will not hire or permit anyone other than authorized Plant Board Personnel to perform any work on Plant Board's property, equipment, and facilities.

3. The subscriber shall pay a prorated monthly service and equipment rental charge from date of installation to the end of that same month. The prorated charge shall be due on the 15th day of the following month. Thereafter, the subscriber's payment for a given month's service must be received by the 15th of the same month for which the service charge applies.

4. The new subscriber may elect to receive premium service only after he has submitted an application for basic service. A subscriber may not receive premium video service without basic service unless specifically authorized by the General Manager. An existing basic service subscriber can sign up for premium service by phone call or visit to the office. An existing basic service subscriber who elects to receive premium service will be charged for service monthly as provided in Rule 3. Premium Service Programming cannot be provided to subscribers who shall charge any fee for viewing, or in public places for viewing, by mass audience.

5. The subscriber agrees that the Plant Board, its agents, servants, or employees, shall not be held liable or responsible for any damage or injury to the property of the subscriber occurring during installation or maintenance of facilities including, but not limited to, outlet, cable, connector, converters, etc., to provide and/or maintain service to subscriber.

6. The subscriber shall not hold the Plant Board responsible or liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith.

7. In order to provide service, the Plant Board shall occasionally make use of poles or conduit owned in whole, or in part, by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, the Plant Board will make every reasonable effort to provide service over alternate routes and facilities. The subscriber agrees that s/he will make no claims or undertake any action against any utility, including the Plant Board, if the services provided to the subscriber are interrupted or discontinued for this or any other reason.

8. The Plant Board's overhead CATV Service Drop to the subscriber's premises shall be located as closely to the demarcation point/electrical service attachment as is safe and practical.

9. All residential Electric, Water and Cable Services at a location should be signed for by the same individual, except for owners of rental property or extraordinary circumstances, which are approved by the General Manager. This is intended to achieve the economics made possible by combined billing of Electric, Water and Cable Services.

10. The subscriber shall not record or tape any of the programming provided by the Plant Board, nor shall the subscriber allow only other persons to do so, except for personal use.

11. Emergencies- Emergency service is provided to repair damage to Plant Board facilities resulting from weather-related problems, failure of Plant Board owned facilities, damage caused by others to Plant Board facilities, or other causes resulting in the loss of service to the customer. Charges are made for emergency repair resulting from negligence, improper notification, vehicle accidents, and vandalism.