

# **FOCUS Broadband – Privacy Information**

As a customer of FOCUS Broadband, you are entitled to know what we do with the personal information that we receive about you. We consider our treatment of such information to be a part of the trust you place in us by using our Voice, Video, and Internet Services. We provide 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. While we cannot cover here every situation where your personal information may be affected, we have included those we believe are of most interest. By law, we tell you annually about our privacy policy, and you can find additional and updated information at any time by visiting our website at www.focusbroadband.com. You can learn more about your privacy rights by visiting the websites of the Federal Trade Commission (www.ftc.gov), and the Federal Communications Commission (www.fcc.gov). If you receive your bills electronically, FOCUS Broadband reserves the right to provide this notice to you similarly. If you receive this notice electronically and have difficulty opening or printing the notice, you may contact FOCUS Broadband to obtain a copy of the notice or you may visit our website at <u>www.focusbroadband.com</u> to obtain a copy.

#### **INFORMATION WE COLLECT**

Personally Identifiable Information - In providing services to you, we obtain certain "personally identifiable information," that is, information that identifies you individually ("your information"). Your information may include name, service address, billing address, telephone number(s), social security number, driver's license number, premium services you have selected, demographic information, user ID(s), password(s), email address(es), correspondence, and communications records. We maintain customer information concerning credit, billing and payment, security deposits, maintenance and repair, equipment and services provided, and other service-related functions. In providing our services, we may also collect information about your video equipment, phone system(s), computer hardware and software, modem(s), router(s), settings, and other preferences to aid in customer support. It is our policy to collect only the personal information needed to provide the services we offer with the quality you desire and deserve. It is also our policy to keep that information secure and to retain it only as long as needed for our business relationship or as the law may require. We take reasonable precautions to identify you or your authorized representative when we receive an inquiry about your account. We also take reasonable steps to protect your information from unauthorized access. We sometimes collect personal information for special reasons, such as in surveys or registering at our websites. In these instances, you will be notified before it is collected, told how it will be used and may elect not to participate. Video Services – We collect certain information in providing you with our cable television and other services. The law prohibits us from using the cable system to collect personal information for unrelated purposes without your consent. 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 entertainment 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 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. We do not store online messages sent and received unless left in your FOCUS Broadband Internet account file. Since we cannot control websites or Internet services provided by third parties, we recommend that you review the terms of service and privacy policies of those websites and services. You can find more detailed information concerning our Online Privacy Policy on our website at www.focusbroadband.com. Voice Services – We provide telephone services by Internet Protocol (IP) technology. 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 come to either of our five offices and speak with a customer care representative. In providing telephone services, we do receive usage information, including numbers called and received and duration of calls. We retain this information if required by some authorities or for billing purposes and treat all such information as private.

#### **USE AND SHARING**

Use Policy – We consider your information confidential, and use it only in providing our voice, video, and Internet 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 or when required under the law. We use aggregate information about our customers and their usage for a variety of purposes. Such aggregated information does not identify individual customers. We may share such aggregate information with third parties to better offer product and services preferences to you but, we will not share your own information with aggregated information or with information from others. Sharing Policy – It is our policy not to disclose any personal identification information about you to others outside of FOCUS Broadband and our affiliates, vendors, and business partners without your prior consent, except as permitted by law. We do not sell or provide your personal information to parties unrelated to the services we provide without your permission. As a further measure, you can affirmatively opt out of such sharing by writing to the return address on your billing statement, or you may contact us online at www.focusbroadband.com. You can also notify us in either way if you prefer not to receive certain types of marketing contacts from us. Special Exceptions – We 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 those of others; (3) respond to fraud, abuse or unauthorized reception; (4) enforce our Website Terms of Use, our Acceptable Use Policy or related standards; (5) act in an emergency to protect your safety or that of another.

#### **PRIVACY INFORMATION CONTINUED**

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 – FOCUS Broadband sometimes uses affiliates, vendors, or partners to provide 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 needed 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 – FOCUS Broadband may retain personal customer information in its regular business records if you are a customer or until no longer needed for business, tax or legal purposes. Our security measures for this information are discussed below. Voice 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 range of local and long-distance telephone, we do use your telephone service information to offer new services and pricing plans. If you do not want us to use your CPNI for this purpose, you may contact us at 888-367-2862 or www.focusbroadband.com. On the other hand, if you would like us to offer you information on video and data services, 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 you want to revoke or change your permission, or as limited by law. 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 Listing - We 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 a tariff or contractual terms that limit our liability in the event of such errors. Video Services – We provide aggregate information concerning entertainment on-demand and interactive services to programmers, advertisers and certain other third parties. Digital video recorder ("DVR") service information is not shared with programmers or third parties, except on an aggregate basis. When we offer new services to you like DVR and interactive features, we will also inform you about information we may need and how it may be used. *Internet Services* – We do not read 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. We may, however, retain and provide such communications if we are legally required to do so. 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 harm your equipment, the network, or other users.

#### **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 Authorized Use Policy and use and regularly update your antivirus software, firewall and your operating system to prevent unauthorized access by others and harm from viruses. You should regularly back up your computer to preserve your files, including email or other messages you want to keep. People 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 attack, we encourage you to visit our website at www.focusbroadband.com or the Federal Trade Commission ("FTC") at www.ftc.gov for regular updates and tips on protecting yourself. The management of FOCUS Broadband 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 the websites or services operated by third parties, you should review their terms of service and privacy policy. Spam – FOCUS Broadband tries to prevent and 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. 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 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 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 any 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 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 with vendors, advertisers, and others.

#### LAW ENFORCEMENT & LEGAL REQUESTS

Information Disclosure – We regularly receive legal requests from government and law enforcement personnel for customer information. We also receive discovery requests in civil litigation. In all such cases, we operate by providing such information as the law requires. The laws concerning your privacy and government access change from time to time and may affect how we are required to respond. Under current law, many criminal subpoenas require that we not disclose or

notify you of the request. 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. *Internet Information* – Your account records and information concerning your Internet access may be subpoeneed by a governmental agency or by 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. As with telephone interception, details concerning your Internet access and the content of communications can be obtained by law enforcement through a court order 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. *Telephone Information* – Current law requires law enforcement 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. Voice-over-Internet services are subject to similar interception standards. Law enforcement can also subpoena account and call record information. *Cable Television Programming* - 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.

### COMMUNICATION METHODS

We may use various methods to communicate with you to share information related to your business relationship with us. We may use emails, SMS text messages, push notifications, phone calls and other methods for various purposes, including transactional updates, marketing communications, and service-related information. You may opt out of or manage your communications preferences by calling 888-367-2862 to talk with a representative. You may also opt out of SMS text messages by replying "STOP" to any of our SMS messages. At the time you establish service with us, we will ask you to provide an email address and mobile phone number we can use to share information with you. You may update the email address or mobile phone number we have on file by contacting one of our representatives at 888-367-2862. We are committed to protecting your personal information and will take all reasonable steps to ensure its security.

#### SECURITY OF INFORMATION

We are aware of the many recently publicized 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 FOCUS Broadband are not directed at, or 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 address found on your monthly bill and we will delete this information. You can find more information about protecting children's privacy by contacting the FTC or visiting 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.

## **CUSTOMER ACCESS TO INFORMATION**

You may check the accuracy of personal information in your account by contacting a customer care representative. We also 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 and advise us of any errors you believe we should correct, upon

prior request and at your own cost, during business hours at the FOCUS Broadband office listed on the return address of this notice or noted on your billing statement.

### YOUR ENFORCEMENT RIGHTS

You can 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 Authorized 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 on our website at <u>www.focusbroadband.com</u>

# **Annual Do-Not-Call Registry Notice**

In an effort to reduce the number of unwanted telemarketing calls, the FCC has provided telephone subscribers the opportunity to register their residential telephone numbers, including wireless numbers, for inclusion in the national Do Not Call (DNC) registry administered by the FTC. You may register or revoke registration of your number without charge by calling the FTC's toll-free number, 888-382-1222 from the telephone number you are registering or revoking, or via online by visiting the FTC's website located at www.donotcall.gov. The FCC/FTC rules contain an "established business relationship" exception that permits a company that has such a relationship with you, like FOCUS Broadband IP Voice, to call you even if your number is on this national DNC list. For more information, see www.fcc.gov/cgb/donotcall and www.ftc.gov.

# **Over-The-Top Voice Over Internet Protocol (FOCUS IP Voice) Customers**

If you are a customer that subscribes to Voice over Internet Protocol services ("FOCUS IP VOICE") that are delivered over your FOCUS Broadband internet connection, your FOCUS IP VOICE may require a gateway device that is powered by plugging it into an electrical wall outlet. IF THESE DEVICES LOSE POWER, YOUR FOCUS IP VOICE SERVICES WILL NOT WORK, INCLUDING 911 AND ANY HOME, SECURITY AND MEDICAL MONITORING SERVICES WHICH RELY ON OUR FOCUS IP VOICE TELEPHONE SERVICE. Additionally, other circumstances may limit the availability of 911 services. These circumstances include disconnections, suspensions, or interruptions in your broadband internet connection, modifications to your equipment, the relocation of your equipment, adding new phone numbers or changing your existing phone number(s), disruptions in the network Services of FOCUS Broadband's underlying E911 provider, network congestion, disruptions, or other problems associated with FOCUS Broadband's network, and the suspension or termination of your account with FOCUS Broadband for non-payment of charges.

## **Battery Backup Disclosure**

## MAINTAINING TELEPHONE CAPABILITY DURING AN ELECTRICAL OUTAGE

FOCUS BROADBAND'S TELEPHONE SERVICE REQUIRES ELECTRICAL POWER TO WORK. YOUR TELEPHONE SERVICES WILL NOT WORK, INCLUDING 911 AND ANY HOME, SECURITY OR MEDICAL MONITORING THAT RELIES ON OUR TELEPHONE SERVICE, IF ELECTRICAL POWER IS LOST.

FOCUS Broadband includes a backup battery in the equipment it provides when your phone service is installed. This backup battery is rated to last eight (8) hours during a power outage. However, FOCUS Broadband does not represent that such complimentary batteries were, or in the future will be, included with its equipment, that such batteries were, or in the future will be, provisioned new; or that such batteries can be expected to supply backup power for continued use of telephone service during a power outage for any length of time. Customers wishing to guarantee that their FOCUS Broadband equipment includes a battery rated to last eight (8) hours in a power outage may purchase a new battery from FOCUS Broadband for an additional fee. If you received a battery from FOCUS Broadband without charge, you will not incur a fee for keeping the battery for use with your FOCUS Broadband equipment, but a fee will apply if you order a

replacement battery from FOCUS Broadband. You are responsible for making your own decision about whether or how to supply backup power for your telephone service. Cordless telephones require power and will not operate during a power outage even if you have purchased a backup battery for your FOCUS Broadband equipment. If you purchase a backup battery or other power source, FOCUS Broadband recommends that you maintain at least one corded telephone to use during power outages. The type of equipment you have will determine the options available for purchasing and installing your battery. Only cable modem customers have the option to self-install the battery. All customers have the option to request installation by a FOCUS Broadband technician, for an additional fee. Please review the section of this notice specific to your type of service (Cable Modem service or Fiber-To-The-Premise service) to determine which options are available to you.

## **TWENTY-FOUR (24) HOUR BATTERY BACKUP OPTION**

A twenty-four (24) hour battery backup option is available for purchase for both Cable Modem and Fiber-to-the-Premise (FTTP) customers.

## WARRANTY INFORMATION

If within the first thirty (30) days after you receive a battery from FOCUS Broadband, you notify FOCUS Broadband that the battery is not working properly, FOCUS Broadband will replace the battery with another battery of the same or equivalent model at no additional cost to you. To notify FOCUS Broadband that a battery is not working properly and to receive a replacement battery, please contact FOCUS Broadband at 833-663-1241, or you can exchange defective cable modem batteries at any FOCUS Broadband retail location.

## PERFORMANCE AND MONITORING OF YOUR BATTERY

The battery available for purchase from FOCUS Broadband is rated by its manufacturer to last eight (8) hours (or twentyfour (24) hours, if purchasing the twenty-four-hour (24) backup option) in idle mode, when the battery is new. The battery is intended to enable users to make short, emergency, or other urgent telephone calls. During an extended power outage use your telephone service sparingly to preserve your battery life. The actual length of time that your telephone service will be available during a power outage depends on many variables, including, but not limited to, the following: (i) the amount of phone usage when the equipment is utilizing power from a backup battery; (ii) whether a backup battery is properly installed and charged, such as whether it has had an opportunity to fully recharge after a prior outage; (iii) the condition and age of a backup battery; and (iv) the amount of prior usage of the battery. Batteries lose capacity with age and performance and are likely to degrade if the battery is stored at temperatures outside of normal room temperature (59-77°F), or if it is frequently discharged and charged. Failure to adhere to these proper storage and usage conditions will reduce the talk time available to you in an outage and the lifespan of your battery. YOU ARE SOLELY RESPONSIBLE FOR TESTING, MONITORING, AND REPLACING YOUR BATTERIES ON A REGULAR BASIS. FOCUS Broadband recommends that you check your battery on a regular basis by checking the battery indicator light while the equipment is powered on/plugged in or by checking your telephone's functionality when the equipment is not powered on/plugged in.\* For instructions on installing, testing and maintaining a battery, please review the manufacturer's guide or visit the telephone support page at www.focusbroadband.com. FOCUS Broadband does not guarantee uninterrupted telephone service even to customers that have working backup batteries or other power supplies. In some instances, such as during a weather event, FOCUS Broadband's network may experience other problems that would prevent normal operation of your services even if you supply power to your devices. If you are concerned that the battery life of one of FOCUS Broadband's batteries may not be sufficient, you may choose to purchase one or more extra batteries that can be installed to work in succession during an extended outage after the power in the first battery is exhausted. It is recommended that extra batteries be stored at room temperature and be rotated into the equipment at least once per year to recharge the battery. Please note that you may need to press a reset button on the equipment for it to boot from battery power if a new battery is installed when no AC power is provided. You are responsible for reviewing all safety and other guidelines and instructions from the manufacturer of any battery or other backup power supply that you use with FOCUS Broadband's services. Do not place batteries into fire, intense heat, or liquids. Do not attempt to open or modify battery packs, and avoid skin contact with cracked or leaking batteries.

#### **TESTING YOUR BATTERY**

After the purchase and installation of your replacement battery, you will want to periodically test your battery to ensure it is operational in case of a commercial power outage. Please refer to the manufacturer's materials for your particular modem or ONT or the manufacturer's website for instructions on how to test your battery.

#### **CABLE MODEM CUSTOMERS**

If you are a Cable Modem customer, your service requires a modem that is powered by plugging it into an electrical wall outlet. IF THE CABLE MODEM LOSES POWER, YOUR TELEPHONE SERVICES WILL NOT WORK, INCLUDING 911 AND ANY HOME, SECURITY AND MEDICAL MONITORING THAT RELIES ON OUR TELEPHONE SERVICE.

Replacement batteries for your FOCUS Broadband provided cable modem are available for purchase at any FOCUS Broadband retail location. The cable modem battery available for purchase from FOCUS Broadband is rated by its manufacturer to last eight (8) hours (or twenty-four (24) hours, if purchasing the twenty-four (24) hour backup option) in idle mode, when the battery is new. Instructions for replacing your cable modem battery will be provided with the battery. You may be able to obtain a battery directly from the manufacturer of your cable modem or from a third-party provider. Please search the manufacturer's product materials for your model of modem to assure that the battery is compatible with the device. If you are not certain that a battery is compatible, such as the correct voltage, we recommend that you instead purchase the battery from us. You are solely responsible for any damage that results from the attempted installation or use of a third-party battery. FOCUS Broadband makes no warranties regarding any battery that is not purchased from FOCUS Broadband. If you have questions on how to install or replace your battery, please visit the telephone support page at www.focusbroadband.com, contact FOCUS Broadband at 833-663-1241 for telephone assistance, or you may schedule installation by a FOCUS Broadband technician for an additional fee. Modem batteries are customer-purchased equipment and should not be returned to FOCUS Broadband except upon our request or because they are being exchanged within the warranty period because of a defect. FOCUS Broadband does not provide battery recycling or disposal, but you are encouraged to visit call2recycle.org or call 877-273-2925 to find a battery recycling location near you. For information about disposal of your used battery, please refer to the manufacturer's website or contact them directly. The battery manufacturer's name can usually be found on the bottom or side of the battery. The batteries that FOCUS Broadband offers for purchase do not provide backup power for FOCUS Broadband's Internet service. You can purchase backup power solutions from third parties, such as uninterruptable power supplies (UPS), that can provide backup power for your telephone and Internet service, but please note that many UPS devices only last for a short time period, especially when used to power multiple devices. In addition, your FOCUS Broadband telephone and Internet service will only work if FOCUS Broadband's network is operational, even if you have a backup solution such as a UPS device in use. You may also wish to consider deploying other backup power alternatives that may be available from electronics retailers, such as solar chargers, car chargers or mobile charging stations that may be more useful for extended outages. Please note that modem batteries typically can only be recharged through a powered modem, so to use these alternatives to power your telephone service you may need to choose an option that can provide AC power to the modem.

#### FIBER-TO-THE-PREMISE (FTTP) CUSTOMERS

If you are a Fiber-to-the-Premise (FTTP) customer, you have an optical network terminal (also known as an ONT) installed at your premises. FOCUS Broadband's FTTP telephone service requires an ONT that is powered by a power supply plugged into an electrical outlet. IF THE ONT LOSES POWER, YOUR TELEPHONE SERVICES WILL NOT WORK, INCLUDING 911 AND ANY HOME, SECURITY AND MEDICAL MONITORING THAT RELIES ON OUR TELEPHONE SERVICE.

FOCUS Broadband offers new ONT batteries for purchase for its telephone customers. The ONT battery available for purchase from FOCUS Broadband is rated by its manufacturer to last eight (8) hours (or twenty-four (24) hours, if purchasing the twenty-four (24) hour backup option) in idle mode, when the battery is new. An additional installation fee will apply when a FOCUS Broadband technician installs a battery unless the battery is being installed during a service or installation appointment for which you are already being billed a fee or that is complimentary due to a promotional offer. You may contact FOCUS Broadband at 833-663-1241 to schedule an installation appointment. You may be able to purchase

a compatible battery for your FOCUS Broadband ONT from a third-party provider. Please search the ONT manufacturer's product materials for your model of ONT to ensure that a battery is compatible with the device. Replacement of an ONT battery must be performed by a FOCUS Broadband technician, whether you purchase the battery from FOCUS Broadband or from a third-party. You are solely responsible for any damage that results from the attempted installation or use of a third-party battery. FOCUS Broadband makes no warranties regarding any battery that is not purchased from FOCUS Broadband. For additional information or instructions on your ONT battery, please review the manufacturer's user guide. ONT batteries must be recycled. Any ONT batteries purchased from FOCUS Broadband should be returned to one of our retail locations for proper disposal or may be given to a FOCUS Broadband technician while on-site for battery replacement installation.

\*Subject to change for to some FTTP ONT's. See manufacturer's guide for more details.

# **2025 Cable TV Annual Notification**

For FOCUS Broadband Cable TV customers residing in Brunswick County, NC. The 1992 Cable Act requires the following annual notification of customer care standards.

## **RESOLUTION OF COMPLAINTS AND INQUIRIES**

Customers should direct consumer or service complaints to FOCUS Broadband by calling 888-367-2862 or by visiting www.focusbroadband.com. Customers can also visit our office at 640 Whiteville Rd. NW, Shallotte, NC. In the event the customer wishes to register a consumer or service complaint you may do so at www.ncdoj.gov or in writing to:

NC Attorney General's Office Attn: Consumer Protection Division 9001 Mail Service Center, Raleigh, NC 27699-9001

### **YOUR BILL**

FOCUS Broadband, like most cable companies, will bill you for your services every month in advance, and your bill will be sent to you on approximately the same date each month. If you add or remove services between monthly billings, the prorated charges or credits will display in the "Other Charges and Credits" section of your bill.

Payment in full for all billed charges, including taxes and fees, must be received by the date indicated on your bill to avoid late fees and other charges. If you see a charge on your bill that you did not authorize, please contact us immediately. All charges appearing on your bill are considered valid unless you file a dispute with us. You have 90 days from the date of the bill to dispute any charge(s). If you do not file a dispute, you agree to pay all charges on your bill, according to the rates, terms, and conditions contained in FOCUS Broadband's Subscriber Agreement for Video Services. You may initially contact us via phone to discuss your dispute, but to preserve all your rights to dispute resolution, you must file your dispute via email to contact@focusbroadband.com or by mail to FOCUS Broadband Customer Care, P.O. Box 3198, Shallotte, NC 28459. Our goal is to resolve any dispute to your satisfaction, but if we fail to do so, you may contact the franchise authority listed above. If a refund is due to you because of a dispute you filed, a refund will be issued no later than your next bill following resolution of the dispute. Any refund due will first be applied to any outstanding new charges. If there is an amount remaining after applying the refund to new charges, you may request a refund. Otherwise, FOCUS Broadband will apply the refund to any future charges billed to your account. If your service(s) are disconnected for non-payment of charges, there will be a \$30 fee for reconnection of service. A \$25 fee applies for each item that is returned due to nonsufficient funds. Notices about changes in cable service rates, terms, or conditions will be posted on the company website in advance of such changes, as required by law or regulation.

## CONTACTING CUSTOMER CARE

To contact Customer Care, please call 888-367-2862 or you can stop by one of our customer care centers:

640 Whiteville Road, Shallotte (Mon-Fri, 8am-6pm, Sat, 9am-5pm) 1780-9 Chandler's Lane, Sunset Beach (Mon-Fri, 8am-5pm) 1201 Dickinson Drive, Leland (Mon-Fri, 8am-5pm) 2230 New Britton Hwy, Whiteville (Mon-Fri, 8am-5pm) 1855 NC Hwy 53 West, Burgaw (Mon-Fri, 8am-5pm) \*Saturday hours may vary at each location.

#### CONTACTING REPAIR SERVICE

To contact our Repair Department, please call us at 833-663-1241, twenty-four (24) hours a day. After normal business hours, a trained representative will assist you. Service issues requiring on-site technicians may be addressed the next business day. Service issues may also be reported by visiting www.focusbroadband.com/repair.

#### VIDEO CLOSED CAPTIONING

Closed captioning allows individuals with hearing disabilities to have access to television programming by displaying the audio portion of a television program as text on the television screen. For assistance with general closed captioning concerns, please contact the FOCUS Broadband Repair Center at 833-663-1241, via email at operationservices@focusbroadband.com, or via fax at 910-754-6207. For more information about video closed captioning, including how to file a complaint, please visit www.focusbroadband.com.

#### **PRODUCTS AND SERVICES**

FOCUS Broadband offers a wide variety of cable services and programming packages. All customers must subscribe to Broadcast Basic Service to access other programming choices. You can find out about our programming packages by visiting our website or contacting one of our customer care centers.

### **MERGETV- FOCUS BROADBAND STREAMED TV SERVICE**

MergeTV is a streaming service which allows FOCUS Broadband customers to use their FOCUS Broadband internet service to stream a lineup of channels on a variety of devices. Most major streaming devices are supported. For a complete list of compatible devices, visit www.focusbroadband.com/mergetv. FOCUS Broadband Internet service is required for MergeTV subscription. Internet speed of 500 Mbps or higher is recommended for streaming MergeTV. Each MergeTV package includes a designated number of concurrent streams which allow users to stream content on different devices simultaneously. Additional concurrent streams are available for a monthly fee. Quality of stream may vary depending upon a variety of factors, many of which are related to the environment at the customer premise and the customer owned devices connecting to the Internet. Start Over, Look Back and Cloud DVR features are included, at no extra charge, with most packages. Start Over feature will allow users to start a program over from the beginning. The Look Back feature allows users to skip back up to 75 hours to view previously aired programming. Start Over and Look Back features are enabled/disabled on an individual show and/or network basis. The amount of time certain shows are available varies and not all shows or networks allow these features as part of FOCUS Broadband's content agreements. Cloud DVR functionality works much like traditional DVR service with the amount of storage varying by MergeTV package. Additional Cloud DVR storage may be added for a monthly fee. Parental controls are available with MergeTV and may be set up in MergeTV User Profiles. MergeTV Terms of Use may be viewed at www.focusbroadband.com/mergetv/terms. MergeTV product details, channel lineups, pricing and availability are subject to change. Other conditions and restrictions may apply. Call FOCUS Broadband Customer Care at 888-367-2862 or visit www.focusbroadband.com/mergetv for more details.

#### SERVICE MAINTENANCE POLICIES

Appointments for service calls are scheduled in four-hour windows during normal business hours. We cannot cancel a service call after the close of business on the day prior to the scheduled service appointment. Excluding conditions beyond our control, such as natural disasters, power outages, civil disturbances, and severe or unusual weather conditions, technicians begin working on service interruptions promptly or no later than twenty-four (24) hours after the interruption becomes known. Service interruptions are defined as the loss of picture or sound on one or more cable channels. We begin work to correct other service problems the next business day after being notified of a problem.

#### DISCONNECTING SERVICE

Please give us one week's notice if you are disconnecting from our service. It is your responsibility to return cable boxes and remote controls to us. You are liable for equipment that is lost, stolen, damaged, or not returned for any reason and we will bill you for these charges. If there is a balance due, you will receive a final bill which will include a charge for cable boxes and remotes that have not been returned as of the issue date of the bill. These charges will be based on the current replacement value of the unreturned equipment. Please refer to the Cable TV Products and Prices section for more information on equipment replacement costs.

### **TELEVISION PICTURE QUALITY**

Upon experiencing problems with the quality of television signals that you receive; you should call FOCUS Broadband at the telephone number listed on the front cover of this notice. A Service Representative will do all that is possible to resolve your problem over the phone. If this cannot be done, an appointment will be established to have a service technician come to your home to resolve your reception problem. 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 inform you of our determination, and the reasons we cannot solve the problem. If you believe FOCUS Broadband has not properly resolved your issue, please contact the franchise authority at the address listed in this publication.

### **PARENTAL CONTROLS**

FOCUS Broadband understands that some customers may find certain programs available for viewing on the FOCUS Broadband streamed TV service to be unsuitable for members of their household. If you are concerned about the possible viewing of objectionable programming, restricting access to these programs or channels is possible by enabling the parental control options available on MergeTV. The option to enable or disable parental controls can be found in the MergeTV settings. By enabling parental control options, you have the ability to block the viewing of content with TV-MA, R, or NC-17 ratings. Parental control settings must be set and enabled utilizing a customer-created PIN. By restricting mature content, all profiles will be required to enter the PIN to view content with TV-MA, R, or NC-17 ratings. For more information or for assistance with parental control options, please contact FOCUS Broadband Customer Care at 888-367-2862, or visit the Cable Support section at www.focusbroadband.com.

## **COMMERCIAL SUBSCRIBER NOTIFICATION**

Our agreements with certain video content providers require us to charge business (commercial) and residential cable customers differently. These content providers require business customers to pay more if they fall into a particular type of cable use. Please review the commercial subscriber description below to determine if this accurately describes how you use FOCUS Broadband's MergeTV service. Commercial Subscriber - Each service subscriber that receives video services for exhibition in any commercial establishment (including any arena, bar, club, tavern, restaurant, transportation terminal, store, or office.) If the above description describes how you use FOCUS Broadband's MergeTV account and must utilize one of the business MergeTV packages. If you are using one of FOCUS Broadband's residential MergeTV packages you are certifying that you use your TV service for residential/noncommercial purposes only.

#### **CABLE TV PRODUCTS & PRICES**

MERGETV PACKAGES	MERGETV – INTERNET STREAMED SERVICES
Broadcast Basic\$44.00	Additional Concurrent Streams (2)\$ 5.00
<ul> <li>Broadcast Basic channels, Music Choice channels.</li> </ul>	Additional Concurrent Streams (4)\$ 9.00
• Broadcast Basic Service is required for any other Cable TV Services.	Additional Concurrent Streams (7)\$ 14.00
Standard\$ 100.00	Cloud DVR (300 hours)\$ 10.00
<ul> <li>Standard channels including Broadcast Basic &amp; Music Choice channels.</li> </ul>	MergeTV Standard Box\$ 4.95
Advanced\$ 114.00	EQUIPMENT REPLACEMENT COSTS:
Standard and Advanced channels including Broadcast Basic & Music	MergeTV Standard Box\$ 65.00
Choice channels.	MergeTV Remote Control\$ 9.00
PREMIUM CHANNELS	MergeTV Remote Control
HBO\$ 16.99	
Cinemax\$ 10.99	MISCELLANEOUS CHARGES
Paramount+ with SHOWTIME\$ 10.99	Premise Visit Charge \$ 60.00
STARZ\$ 9.00	Cable Reconnection - (with prior service)\$ 20.00
STARZ ENCORE\$ 5.00	Returned Check Fee\$ 25.00
Sports Package\$ 3.95	Reconnect after disconnecting for non-payment\$ 30.00
Advanced Package required.	

\*Some restrictions may apply. Prices do not include applicable taxes & fees. All rates listed are per month rates with the exception of Miscellaneous Charges which are billed per occurrence. Channel lineup subject to change. Television services in portions of Brunswick County are provided by FOCUS Broadband, LLC.

BROADCAST BASIC	STANDARD CONTINUED	CINEMAX
3 FOCUS Broadband TV	63 Investigation Discovery	520 Cinemax
4 CW	64 We	521 5StarMax
5 ABC (WWAY)	65 Lifetime Movie Network	522 ActionMax
6 NBC (WECT)	66 Oxygen	523 OuterMax
7 TBS	67 OWN	524 MoreMax
8 PBS	68 Hallmark Mystery	525 ThrillerMax
9 FOX (WSFX)	73 Independent Film Channel	526 Cinemax West
10 WILM	81 QVC2	527 ActionMax West
12 QVC	83 The Cowboy Channel	528 MoreMax West
13 CBS (DWAY)	84 UP	529 MovieMax West
14 HSN	85 Inspirational Network	530 ThrillerMax West
69 Heroes & Icons	86 Daystar	
70 CourtTV	87 Trinity	PARAMOUNT+ WITH SHOWTIME
71 MeTV	88 EWTN	540 Paramount+ with SHOWTIME
72 Bounce TV	89 The Word	541 SHO Extreme
74 GRIT Network	90 BYU TV	542 SHO FamilyZone
75 UNC-EX	96 MotorTrend	543 SHO Women
76 UNC-Kids		544 SHO x BET
77 SC-ETV (SC PBS)	ADVANCED	545 SHO2
78 SC Channel	200 Nat Geo Wild	546 SHOcase
79 North Carolina Channel	201 Science Channel	547 Flix Movie Channel
80 ION Mystery	202 American Heroes Channel	548 TMC
82 Laff TV	204 Discovery Family	549 TMC Xtra
91 THE365	205 Destination America	550 SHOWTIME West
92 CSPAN	207 BBC America	551 SHO Extreme West
93 CSPAN2	208 Discovery Life	552 SHO FamilyZone West
94 Jewelry TV	209 RFD TV	553 SHO Women West
95 Defy TV	211 FYI	554 SHO x BET West
105 True Crime Network	212 Military History	555 SHO2 West
106 Dabl	214 Magnolia Network	556 SHOCase West
	215 Cooking Channel	557 SHO Next East
STANDARD	216 Crime & Investigation	558 SHO Next West
15 Freeform	217 Smithsonian	559 Flix Movie Channel West
16 Cartoon Network	223 Disney XD	560 TMC West
18 Disney	224 Boomerang	561 TMC Xtra West
19 FX	225 Disney Junior	
20 FXX	229 Gameshow Network	STARZ
21 MLB Network	233 Viceland	565 STARZ Cinema West
23 Fox Sports 1	242 Lifetime Real Women	566 STARZ Comedy West
24 ACC Network	243 FX Movie Channel	567 STARZ Edge West
25 ESPN	244 Hallmark Family	568 STARZ In Black West
26 ESPN2	246 Sundance	569 STARZ Kids & Family West
27 ESPNews	249 Fox Sports 2	570 STARZ
28 Golf Channel	251 ESPNU	571 STARZ Edge
29 Lifetime	253 Outdoor Channel	572 STARZ Kids & Family
30 Hallmark Channel	259 Big Ten Network	573 STARZ Cinema
31 TNT	260 SEC Network	574 STARZ Comedy

32 USA Network		575 STARZ In Black
33 Animal Planet	MUSIC CHOICE	583 STARZ West
34 Food Network	701-750 Variety Music Channels	
35 HGTV		STARZ ENCORE
36 TLC	SPORTS PACKAGE*	576 STARZ ENCORE
37 History Channel	254 Sportsman Channel	577 STARZ ENCORE Action
38 Discovery Channel	262 FanDuel Racing	578 STARZ ENCORE Classic
39 Travel Channel	263 YES Network	579 STARZ ENCORE Suspense
45 Great American Family	264 MSG TV	580 STARZ ENCORE Westerns
47 E! Entertainment	266 MAVTV	581 STARZ ENCORE Black
48 A&E	267 World Fishing Network	582 STARZ ENCORE Family
49 Bravo		584 STARZ ENCORE West
50 Turner Classic Movies	НВО	585 STARZ ENCORE Action West
51 AMC	500 HBO	586 STARZ ENCORE Classic West
53 SyFy	501 HBO Family	587 STARZ ENCORE Suspense West
54 truTV	502 HBO2	588 STARZ ENCORE Westerns West
55 Fox News	503 HBO Comedy	589 STARZ ENCORE Black West
56 CNN	504 HBO West	590 STARZ ENCORE Family West
57 Headline News	505 HBO Signature	
58 MSNBC	506 HBO Zone	*Advanced package required. Contact FOCUS
59 CNBC	507 HBO Family West	Broadband for availability. Compatible streaming
60 Weather Channel	508 HBO2 West	device required for MergeTV. Business customers
61 Fox Business Channel	509 HBO Comedy West	require Business MergeTV Packages where select
62 National Geographic	510 HBO Signature West	channels may not be available.
	511 HBO Zone West	