

Digital TV Customer Privacy Rights Notice Texas

As a subscriber to cable service or other services provided by Grande Communications Networks, LLC doing business as Astound Broadband you are entitled under Section 631 of the Federal Cable Communications Policy Act of 1984, as amended (the "Communications 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 collected, how subscriber information is used, under what conditions it is disclosed, the period during which it is maintained, and the right of subscribers concerning such information and its disclosure. This law relates only to personally identifiable information. In order that we may operate efficiently, we keep regular business records that contain the following types of personally identifiable information: your name, address, telephone numbers, social security number, credit information, and subscriber correspondence.

Our records also include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable the location of these television sets in your home, the service options you have chosen, and the number of converters or other cable equipment installed in your home. We also keep records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires. We also keep records showing the movies and events you have ordered on our Pay-Per-View and Astound On Demand channels.

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. Without appropriate written or electronic consent from you, we cannot collect personal information over the cable system unless it is necessary to provide a cable or other service you have requested or to determine if you are being properly billed for the services you are receiving. Astound considers the information contained in the business records confidential. Unless prior written or electronic consent is obtained, personal information that we maintained related to our subscribers will be disclosed only when it is necessary to render or conduct a legitimate business activity related to the cable and other services that we provide to you, or if such disclosure is required by court order or if disclosure is otherwise consistent with Communications Act, as summarized in this notice.

Our detailed business records are used (and personal information contained in them disclosed) generally to help make sure you are being properly billed for the services you receive, to send you pertinent information regarding your cable services, to improve the quality of the services we provide, and for tax, legal and accounting purposes. Specifically, the information in these records is used to sell, install, maintain and disconnect cable services, as well as to bill and collect service-related charges, to measure subscriber satisfaction and improve marketing and program decisions, to mail related materials, to ensure compliance with relevant law and contractual provisions and to answer questions from subscribers.

The types of persons to whom information about you may be disclosed in the course of our business include the employees of Astound and their related legal entities, agents, legal counsel, repair and installation subcontractors, sales representatives, accountants, billing and collection services, program guide distributors, mail houses, program suppliers, consumer and market research firms, franchising authorities, and authorized representatives. Personally identifiable information is disclosed to persons with an equity interest in legal entities to Astound when they have a legal right to inspect our books and records. Information for billing purposes and program guide mailings is generally provided on a monthly basis. Information for other purposes is provided as it is needed.

We will maintain information about you as long as it is necessary for our business purposes. This period of time lasts as long as you are a subscriber and up to 15 additional years so that we can comply with tax and accounting requirements. Unless you object or unless state or local law provides to the contrary, the Communications Act also allows us to disclose information to others, including advertisers and direct mail or telemarketers, for non-cable related purposes, including product advertising, direct marketing and research. Disclosure for such purposes is limited to your name, address and the particular services to which you subscribe, but cannot include the extent of your viewing or use of a particular service or the nature of any transaction you may make over the cable system.

We may provide names and addresses of subscribers to third parties. If you wish to have us remove your name from such lists, please write us at Astound Marketing "Opt-out", 650 College Road East, Suite 3100, Princeton, NJ 08540

or telephone 1.800.4.ASTOUND (1.800.427.8686). We will ensure your name and address are not available for such non-cable purposes. Digital cable television service is delivered with an Interactive Programming Guide operated by and licensed from Astound vendors. These vendors may collect information about viewing patterns through the use of its Interactive Programming Guide.

Other than information provided to governmental taxing or regulatory authorities in furtherance of our legitimate business activities, Astound shall not make such personally identifiable information available to government authorities in the absence of an appropriate court order entered after a court proceeding. At such a court proceeding, Federal law requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. The subject of the information must be afforded the opportunity to appear and contest the governmental entity's claims. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the customer records of cable television companies with respect to those who owe, or are owed, welfare support.

Such information may be obtained without a court order and does not require that a subscriber be given notice of and the opportunity to contest the disclosure. You have the right to inspect our records that contain information about you and correct any errors in such information. If you wish to inspect our records, please contact your local business office. Please notify us in writing 30 days in advance and an appointment will be arranged promptly during our regular business hours. Additionally, as a cable subscriber, the Communications Act provides you with a cause of action for damages, attorney's fees and costs in Federal District Court should you believe that any of the limitations on the collection, disclosure and retention of personally identifiable information have been violated by us.

Federal Phone Customer Privacy Rights Notice

For a complete copy of Astound's Privacy Policy, please see <https://www.astound.com/policies-disclaimers/privacy-policy/>. Federal law gives you a right to confidentiality of information about the telephone services you purchase from Astound, and requires us to protect the privacy of that information, including how many telecommunications services you have, the type of lines you buy, technical characteristics, class of service (business or residential), as well as where, when, and to whom you place a call, and the related billing for these services. Under Federal law, this telephone account information is referred to as Customer Proprietary Network Information ("CPNI"). However, unless you have requested an unlisted or unpublished number, and as otherwise permitted by applicable law, we may release your name, address, and telephone number for listing in directories and for directory assistance services, including those of unaffiliated third parties. Astound may also use information about your telephone services without notifying you, to provide, install and repair the services you have ordered, for billing and collection, for emergency services, and for protection of our network and our subscribers against fraud, abuse, and unlawful use.

From time to time we may have the opportunity to offer you related products and services that will better meet your needs by using information about the services you have already purchased from Astound. Use of your service-related information for this purpose may enhance our ability to make you aware of new or alternate products and services that are tailored to your needs. We may also share this information, without your prior consent, with our Company's affiliates and agents for administrative and marketing purposes, but only for communication-related services. Astound, and its agents and affiliates, are permitted to use your CPNI to market new communications service to which you do not currently subscribe, but only after providing you with this written or electronic notice and the opportunity to "opt-out" of such use. Under these circumstances, it is assumed that if you do not affirmatively instruct Astound not to use or disclose your CPNI for such use within 30 days of receiving this notice, you have consented to the use of your CPNI for these purposes. Astound is required to provide you with this "opt-out" notice biannually. Your decision to restrict our use of your CPNI is free of charge and will not affect the service you receive from Astound. If you wish to "opt-out" of Astound's use of your CPNI, please notify Astound Marketing "Opt-out", in writing, at 650 College Road East, Suite 3100, Princeton, NJ 08540, or email to phone@astound.com or call us at 1.800.4.ASTOUND (1.800.427.8686). You may contact us at any time in the future to restrict the use of your CPNI. If you elect not to restrict use of your CPNI, Astound may use it for any of the purposes described in this notice. You may change your decision at any time, but your decision will remain valid until you tell us otherwise. Even if you do not restrict Astound's use of your CPNI,

Astound Broadband Customer Privacy Rights Notice and Billing Practice Procedures for Cable Television and Phone Service

October 2024

Astound still will not sell, release, or permit the use of confidential information about your telephone services for any purpose except as described in this notice. Astound reserves the right to provide customer lists and related information in connection with any contemplated sale of the company or all or part of the business assets used to provide any Astound service to which the customers on a list subscribe and to treat Astound customer information as a business asset in the event of bankruptcy or liquidation.

Except as otherwise indicated herein, and as required under applicable law, we will notify you and obtain your affirmative consent before sharing your CPNI with joint venture partners and independent contractors for marketing purposes.

You may receive marketing information from Astound even if you restrict Astound's use of your CPNI. These materials are developed without use of confidential customer information. We also encourage you to contact us at any time to find out about Astound products and services.

Astound Billing Practices and Procedures

Our goal is to help you make the best use of Astound's services. We have outlined Astound's complaint and service maintenance procedures below. Additional information about Astound's rates and services are available at astound.com.

Billing Procedures

Your billing statement will be sent out monthly. It will show the amount past due (if any), plus any itemization of the amount of the upcoming month. The total of these amounts will be the amount due to Astound within 22 days after the date of billing. Accounts with a delinquent balance will be assessed a late fee per service. If a customer payment is returned for insufficient funds, the customer authorizes the electronic re-presentation of their payment. This processing fee will be the lesser of \$30.00 or the highest rate allowed by law and will be in addition to the Astound insufficient fund fee. Astound may charge you an administrative fee if required to provide an itemized statement which involves researching old billing records that have previously been provided to you. If you have billing questions, please visit the support section of our website by going to www.astound.com and clicking on the "Support" tab located on the right side of the screen. A complete list of locations authorized to accept Astound payments can be found online at astound.com/locations. Or access our Customer Center at astound.com/support to sign up for online billing and autopay. Customers may also call 1.800.4.ASTOUND (1.800.427.8686).

Service Complaint Procedures

If you have a complaint regarding your Digital television, Telephone, High-Speed Internet service or your bill, please visit our website at www.astound.com where you can submit a customer comment 24 hours a day, 7 days a week or you can call us at our customer service center at 1.800.4.ASTOUND (1.800.427.8686). Your comment will be responded to as quickly as possible. You can also visit or write to us at our convenient local payment center.

When you write or call us, please explain the nature and history of the problem. We will work to address your complaint. If we are unable to resolve your issue, we will notify you that we are unable to do so and explain the reason why. If you are of your complaint or we are unable to resolve your complaint, you may contact the local franchising authority to discuss your complaint. Please refer to your monthly Astound bill for the name and address of your local franchising authority.

Billing Disputes

If a billing dispute occurs, customers will have 30 days from the date of receipt of the bill to register a written dispute with Astound. Customers are required to pay the undisputed portion of the bill in question. Astound will notify the subscriber, in writing, within 30 business days of receipt of such complaint, of the result of its investigation into the dispute. If any moneys due Astound are not paid within 30 days of the date the complaint is resolved, Astound may begin disconnection and collection procedures.

Contact Information

Contact Astound Broadband

You can contact Astound by mail at:
Astound
11011 Richmond Ave, Suite 400,
Houston, Texas 77042

You can contact Astound's Customer Care Representatives at:
1.800.427.8686
On the web: astound.com/contact-us/

Contact the Public Utility Commission of Texas

For information, or to file a complaint, you may contact the Commission at:
Public Utility Commission of Texas Office of Customer Protection
P.O. Box 13326,
Austin, Texas 78711-3326
Phone: (512) 936-7120
Texas toll free: (888) 782-8477 Fax: (512) 936-7003
Email address: customer@puc.state.tx.us
Website: <http://www.puc.state.tx.us>
Telecommunications Devices for the Deaf (TTY): (512) 936-7136
Relay Texas toll free: (800) 735-2989

Contact the Federal Communications Commission

445 12th Street, SW Washington, DC 20554 Email address: fccinfo@fcc.gov
Voice toll free: (888) 225-5322 (1-888-CALL FCC) TTY
toll free: (888) 835-5322 (1-888-TELL FCC)
Fax toll free: (866) 418-0232

Contact the Attorney General of Texas Office of the Attorney General

P.O. Box 12548 Austin, Texas 78711-2548
Phone: (512) 463-2100
Email address: cac@oag.state.tx.us

Internet Acceptable Use Policy

For a complete copy of Astound's Internet Acceptable Use Policy, please see <https://www.astound.com/policies-disclaimers/>. Astound's dedication to customer service means that Astound strives to maintain an Internet Access Service ("Access Service") that provides Astound customers with an enjoyable Internet experience, and an experience that is free from interference by persons who use the Access Service in an improper or unlawful manner. Astound's Online Policies address frequently asked questions regarding proper online conduct. These policies include information on: Astound Account Charges; the content of the material that you may find on or through the Access Service; goods and services available online through the Access Service; and procedures for reporting complaints regarding a person's online conduct. Astound's Online Policies, including the following list of Prohibited/Abusive Activities, are part of your subscriber agreement. Please note that if you engage in any such activities, Astound may suspend or terminate your account. As explained in your subscriber agreement, your use of Astound Internet Access Service must be governed by all applicable laws and regulations, including all applicable local, state, national, and international laws and regulations. In addition to other applicable laws, this includes all laws relating to copyright, trademark, trade secrets, obscenity, defamation, rights of privacy and publicity, false advertising, and fraud. In addition to such laws and regulations, when using the Access Service you must use your best efforts to avoid interfering with any other person's use and enjoyment of the Access Service. You must also ensure that your use of the Access Service is governed by generally accepted rules of proper Internet conduct.

Please use your best judgment, be respectful of other subscribers, and take the time to review the activities listed below. These activities are not proper Internet conduct and are prohibited activities on the Access Service. Following these rules will ensure that everyone has an enjoyable Access Service experience. For purposes of the Prohibited/Abusive Activities, the term "content" means information or material of any type capable of being posted or transmitted on or through the Access Service, including material in print, graphic, pictorial audio, or audio-visual form.

When using the Access Service:

- Defamation. You agree not to post or transmit any content in violation of any applicable law of libel or defamation in the United States or elsewhere.
- Fraud. You agree not to post or transmit any fraudulent content on or through the Access Service. This includes any content that you know or have reason to know is false, and that you intend for others to rely on.
- False Advertising. You agree not to post or transmit on or through the Access Service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

- d) Unsolicited Advertising. You agree not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other subscribers, individuals, or entities, except in those areas (e.g., classified advertisement areas) that are designated for such a purpose. You further agree not to involve or associate Astound in any way with the posting or transmission of unsolicited advertising, promotional materials, or other forms of solicitation, including but not limited to unsolicited advertisements sent from another service provider advertising an Astound-hosted web page, and unsolicited advertisements sent from another service provider which request that replies be sent to an Astound email address. Copyright Violations. You agree not to post or transmit on or through the Access Service any content that infringes another person's or entity's copyright in all or any part of the content.
- e) Trademark, Service Mark, and Trade Dress Violations. You agree not to post or transmit on or through the Access Service any content that infringes, dilutes or otherwise violates another person's rights in its trademarks, service marks, trade dress, or other indicia of origin.
- f) Trade Secret Violations. You agree not to post or transmit on or through the Access Service any content that reveals trade secrets or other confidential or proprietary information belonging to another person or other entity.
- g) Obscenity. You agree not to post or transmit any obscene or pornographic content, including, but not limited to, child pornography, on or through the Access Service.
- h) Harassment, Threats, and Abuse. You agree not to use the Access Service to harass, intimidate, threaten, or abuse any person or entity, by any means, including the use of vulgar, hateful, racially or ethnically offensive, sexually harassing, or otherwise objectionable content.
- i) False Pretenses. You agree not to use the Access Service to impersonate any person, including but not limited to, an Astound official or an information provider, guide, or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including but not limited to, screen names, subscriber profiles, chat dialogue, and message posting.
- j) Chain Letters. You agree not to post or transmit chain letters, or letters or messages that offer a product or service based on the structure of a chain letter, on or through the Access Service.
- k) Inappropriate Content. You agree not to post or transmit on or through the Access Service content that is patently inappropriate material under the circumstances e.g., content or topics not related to the topics focused on by the participants in a particular news group or mailing list.
- l) Scrolling. You agree not to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action to a similar disruptive effect on or through the Access Service.
- m) Disruptive Activities. You agree not to use the Access Service to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects use of the Internet by other subscribers, users, individuals, or entities.
- n) Violations of Service Providers' Rules. You agree not to use the Access Service to violate any operating rule, policy, or guideline of any other online service provider or interactive service.
- o) Multiple Access. You agree that this Agreement is not transferable. You agree not to simultaneously access the Access Service for more than one session at any time.
- p) Abuse of Astound Procedures. You agree not to make false or unverified complaints against any Astound subscriber, or otherwise abuse any of Astound Complaint Response Procedures.
- q) Systems Abuse. You agree not to abuse Astound's system, or any other system accessible through the Internet via Astound, by causing any harm to the system so that it inhibits or negatively impacts the ability of other users to effectively use such system. You further agree not to compromise or attempt to violate security at Astound or elsewhere, including but not limited to, attempted access of any data, server, or account that you are not expressly authorized to access. Astound cable modem service is for residential use only and our network will not support or allow servers of any kind from the home.
- r) SPAM. You agree not to post or cross post, regardless of content, copies of the same message to 20 or more newsgroups.
- s) Support Abuse. You agree not to harass, threaten or abuse authorized representatives of Astound, including but not limited to tech support representatives, customer relations representatives, and sales representatives, or otherwise abuse Astound's support services.

- t) Inappropriate software, products, and services. You agree not to post, transmit, promote, or otherwise make available any software, product or service that is illegal, violates the rights of Astound or a third party, or is designed to violate this Agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e., 'spamware'), services which send unsolicited advertisements, programs designed to initiate 'denial of service' attacks, mail bomb programs, and programs designed to gain unauthorized access to networks on the Internet.
- u) Reselling. You agree not to resell Astound services or products without an express written agreement with Astound to do so.
- v) Device Attachment Rules. You agree not to violate any of the rules or restrictions regarding devices or approval procedures for devices connected to the Access Service.

E911 Dialing

E911 CUSTOMER ADVISORY: Under certain circumstances, Astound's Digital Phone service (where available) will not support Traditional 911 or Enhanced 911 (E911) dialing access to emergency services. The address associated with an E911 call on Astound's Digital Phone service is specific to Customer's original service location only. Movement of the Digital Phone equipment from the original service location to a new service location may result in a mistaken identification of the E911 call as having come from the original service location. If the coaxial cable or telephone line is removed from its connection on the Digital Phone equipment, an improper network connection will result and may render the Digital Phone service unusable.

If there is a power outage, your equipment has a battery backup. However, in the case of a complete power loss, network outage, broadband Internet outages or congestion, disconnection of service, or other conditions beyond the reasonable control of Astound, you may either be unable to access 911 or your access to 911 may be delayed or impaired. You must inform all household residents, guests, and other third persons who may be present at the physical location where Digital Phone service is utilized as to the important limitations on emergency response services as detailed herein. Customer understands and acknowledges that Astound, its affiliates, subsidiaries, parent companies and network service providers, will have no liability whatsoever with respect to 911 dialing on Astound's Digital Phone service. Customer agrees to defend, indemnify, and hold harmless the aforementioned entities from any claims, losses, damages, costs and expenses (including reasonable attorney's fees) relating to such 911 dialing by Customer and/or any user of Customer's Digital Phone service.

911 Service and Back-up Battery Power

Your Astound telephone service is provided via the telephone modem we have installed at your location. This device needs electrical power to provide service. In the event of a power outage, your phone service, including access to 911, will not work, unless you have a working back-up battery installed in your modem. (Note that even with a backup battery, service may still be unavailable due to other circumstances such as downed poles and wires or outages affecting equipment in the Astound network. Cordless phones may not work during a power outage).

Currently, Astound will provide an 8-hour internal back-up battery for Astound-supplied telephone modems at no charge, upon request from the customer. A 24-hour back-up battery is also available for purchase from Astound. Batteries may be obtained at the time your telephone modem is installed or by calling 1.800.4.ASTOUND (1.800.427.8686). This policy may be subject to change at a future date, in which case you will be notified.

Astound-supplied batteries are rated to provide 8 or 24 hour of stand by time when new, respectively. Active use of the telephone line during an outage will reduce the amount of standby time provided by the battery. Standby time may also be reduced in cold temperature conditions and as the battery ages. The back-up battery should be kept installed in the modem. You can test the battery by unplugging your modem - if the lights on the modem stay on, the battery is working - and you should check the battery at least annually for any signs of deterioration or leakage.

In addition to the battery Astound offers, Customers may also purchase from a third-party retailer at their own cost an external UPS (Uninterruptible Power Supply) to provide or extend telephone back-up time. These systems are commonly available through electronics and office supply retailers, whose websites provide additional information on capacity and prices.