



SKITTER CABLE TV, INC. (SKITTER)

Annual Cable Service Notice

Pursuant to FCC Cable Rule CFR 76.1602

This Annual Cable Service Notice ("Notice") provides certain information regarding Skitter's cable service and the policies and procedures Skitter has instituted in providing this Service. More detailed information is found in Skitter's Residential Customer and User Agreement, which can be found at skitter.tv ("Customer Agreement"). The disclosures in this Notice do not modify any provisions of the Customer Agreement.

Cable Products and Services

Skitter makes a variety of video programming services (individually "Service" and collectively "Services") available via the EPIC Video Technologies platform. The number of packages and channels contained in the packages may change from time to time depending on market and content licensing requirements. The packages range from a package containing only local "over-the-air" broadcast TV stations, and may include public, educational and government access channels. Other packages contain a wide variety of general entertainment, news and sports programming. Optional premium channels such as movies and out-of-market sports are also available.

DVR Service: For a monthly fee, subscribers of any level of service may subscribe to Skitter's digital video recorder ("DVR") Service, which allows you to record your favorite shows.

Equipment

Equipment Availability: Equipment is available for lease, and some equipment may be available for purchase at retail.

Types of Equipment: Specific equipment availability varies by community.

Installation: Installation of Skitter or customer-owned equipment may require a service call subject to an additional fee.

Set Top Box (includes remote): A set top box is needed if you have older TV sets or other equipment that is not capable of receiving all Skitter channels.

Remote Controls: A remote control is provided with the set top boxes you lease from our partners.

User Guide: A user guide is available at your local Skitter Cable office.

Other: For your convenience, Skitter or your local broadband service provider may make available for purchase other equipment subject to a one-time fee.

Television Picture Quality

If you experience problems with the quality of the television signals you receive, please call us at your local Skitter Cable office. Often, we can help resolve your problem over the phone but if we cannot, we will set up an appointment for a skilled technician to come to your home. If you feel the visit did not resolve your problem satisfactorily, please call us again and we will review the actions taken, further try to resolve it and, if we cannot, explain why not.

Parental Controls

There are a variety of tools to help you make sure your family has access to only those shows and/or channels you want them to watch, including parental controls offered by Skitter, the V-Chip on your TV set and the TV Parental Guidelines ratings system. With Skitter parental controls, you can set limits based on movie and TV



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ratings, lock specific channels, prevent unauthorized purchases, and prevent viewing of recorded shows that violate the settings you choose.

Channel Positions of Video Content

The channel lineup for your community is available at your local Skitter Cable office. Skitter may rearrange, add, delete, change the format of or otherwise change the TV stations and/or cable networks, programs or other components of any of its Service. Not all channels are available in all areas; available channels will vary depending on the level of Service to which you subscribe and the availability of individual channels or programming. Skitter provides notice to its customers at least 30 days in advance of any addition, deletion or channel repositioning of programming within its control, or rate changes.

Billing Procedures

Credit Checks: Skitter may verify your credit standing, including through credit reporting agencies.

Deposit Requirements: As outlined in your Customer Agreement, a deposit may be required as a condition to providing Service or equipment. A deposit does not relieve you of responsibility for the prompt payment of bills when due. As outlined in the Customer Agreement, you have authorized us to use the deposit as payment of any amount owed.

When Billing Begins; Order Cancellation: Charges for any Service(s) will begin as of the date Service(s) are available for use. Even, if you cancel before the Service(s) commence, you may be obligated to pay termination fees and expenses.

Fees and Charges You Must Pay: Your monthly bill will include recurring charges for the Services to which you subscribe, along with any non-recurring charges, taxes and other applicable charges and additional fees.

Recurring Charges: Periodic, continuing charges for the Services and leased equipment. Ordinarily, monthly recurring charges for the Services and leased equipment are billed in advance.

Non-recurring Charges: Charges such as installation, equipment subject to a one-time charge, equipment delivery and return, service calls not caused by Skitter's network failure.

Other Charges: Applicable surcharges, governmental fees and taxes will be added to each bill. You waive your right to a refund of any sums that we collect from you and pay to any government or agency, even if erroneously calculated or paid, unless applicable law requires otherwise.

Additional Fees: Additional fees or charges may apply, including late fees, fees for returned checks, charge card chargeback, early termination, reconnection, service calls subject to a fee as outlined in our Rate Card, and fees and costs associated with collecting past due balances.

You Must Pay for Services Even if Unavailable Due to Your Acts or Omissions or Other Causes Beyond Skitter's Control: Unless as otherwise stated, if a Service is unavailable or its quality is degraded because of any act or omission by you or any third party, or due to reasons beyond Skitter's control, your obligation to pay for such Service continues without reduction.

Bill Disputes: You must notify Skitter of any billing dispute within thirty (30) days of the date of the disputed bill. Your failure to do so will mean you waive (give up) your right to a refund or credit. If Skitter determines that a credit is due, it will appear on the next monthly bill. Skitter will not terminate Service until an investigation of the dispute is completed and you are informed of the findings. Unresolved disputes will be handled in accordance



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with the binding arbitration terms set forth in the Customer Agreement, unless you have opted out of arbitration at the time you entered into the Customer Agreement.

Refunds: Any prepayment for Services not received will first be applied to offset termination charges, fees or other amounts you owe. No refund or credit will be required because of any interruption in Services or change to Services or Service terms, or for any other reason, except as expressly required by legal requirements that cannot be changed by agreement of the parties.

Unless otherwise required by law, if there is a complete failure of Service for 24 consecutive hours or more, excluding any interruption that is scheduled or due to a power outage, inclement weather or any other force majeure event, you are entitled, upon request, as your sole and exclusive remedy, to a prorated credit of monthly recurring charges for the affected Service for the period that such failure continues beyond the first 24 hours.

Termination for Payment Default: Subject to law, Skitter may terminate Services if you fail to pay any charges when due. Upon termination by you or by Skitter, you must pay all charges incurred through the date of termination or any later date specified in your Customer Agreement. If we permit reconnection, you may be required to pay a reconnect fee in addition to all past due charges and satisfy any other requirements we may establish.

Payment Options

The following forms of payment are accepted: cash, check, credit card, debit card, one-time Electronic Funds Transfer or Auto-Pay Electronic Bill Payment. Payments can be made by mail or in person at your local Skitter office.

Payment by Check and Money Orders: Payment by check or similar instrument is considered timely only upon processing by Skitter or our third-party processing agents on or before the due date. Please make sure to allow sufficient time when mailing your payment to ensure it is processed by the due date. Any communication from you on or accompanying a check or any other form of payment will not be effective as notice to Skitter, and such statements as "payment in full" or similar language will not bind Skitter.

Payment by Credit or Debit Card: The credit or debit card on file will be used to pay for all amounts you owe.

Complaint Procedures

If you have a complaint, you may elect to write a brief explanation of the complaint and actions taken and bring them to the attention of Skitter's corporate office by mailing to Skitter, Attention: Complaints, 3230 Peachtree Corners Circle, Suite H, Peachtree Corners, GA 30092. During this dispute period, we will not terminate Service provided you pay the undisputed portion of any outstanding or future bills.

If, after first contacting Skitter, your dispute remains unresolved, local governments may designate individuals, councils, boards, committees, or commissions to assist in resolving complaints and ensure compliance with all laws and regulations. Please consult the local franchise authority.