

9. Lumos Networks provided equipment should be returned to:

Lumos Networks Retail Store
2704 West Main Street
Waynesboro, VA 22980
Phone: 540-946-7828
Hours of operation:
Monday - Friday: 9:00 a.m. – 5:00 p.m.

Lumos Networks Retail Store
1900 Roanoke Road
Daleville, VA 24083
Phone: 800-320-6144
Hours of operation:
Monday - Friday: 9:00 a.m. – 5:00 p.m.

Lumos Networks Retail Store
342 North Court Avenue
Covington, VA 24426
Phone: 540-965-2211 Ext. 2405
Hours of operation:
Monday - Friday: 9:00 a.m. – 5:00 p.m.

Equipment & Services Pricing

Lumos Networks Fiber Optic TV Price List effective October 1, 2014

Digital Set-Top Box
1st & 2nd TVNo Charge
Additional TVs^{\$4.00} each per month
All set-top boxes include both Standard & High Definition capability plus one remote control per set-top box

Whole Home DVR Digital Video Receiver/Recorder..... ^{\$13.00} each per month
DVR includes both Standard & High Definition capability, digital video recording service and one remote control

Note: High Definition will be activated only for customers with HD televisions capable of receiving high definition programming

Installation Service Charges – New Service Installation

Video Connection fee:
New to Lumos Networks..... ^{\$47.50}
Current Customer ^{\$23.75}
Set-top box installation:
Primary Television ^{\$30.00}
Each Additional Television ^{\$20.00}
Activation Fee..... ^{\$50.00}

Installation Service Charges – Subsequent Installation Services

Upgrade/downgrade/relocation of Set-Top Box – visit included..... ^{\$23.75}
Additional Set-Top Box installation – visit included..... ^{\$43.75}
Technician Trip Charge for in home service or maintenance not covered by installation guarantee..... ^{\$25.00}

Other Service and Equipment Charges

Wiring Service Maintenance ^{\$ 4.50} per month
Unreturned or damaged remote control^{\$ 15.00}
Unreturned or damaged Digital Set-Top Box..... ^{\$250.00}
Unreturned or damaged Digital DVR..... ^{\$350.00}

Change of Service Fees

Service Changes
Change main video packages
Add/remove Movie Channel Package
Add/remove Fan Pack
First change in a 30 day cycle No Charge
Subsequent changes within same 30 day cycle^{\$ 5.00} per change

Lifeline Pack

Included are local area, selected Broadcast High Definition, Faith & Family, Consumer and CSPAN channels.....^{\$20.00} per month
Plus access to selected Video On Demand content.

Programming Pricing

Lumos Networks Fiber Optic TV Price List effective October 1, 2014

Programming Packs

Viewers Pack ^{\$67.00} per month
Viewers Plus Pack..... ^{\$85.00} per month

Programming Packs

Sports Fan Pack ^{\$5.00} per month
Entertainment Pack..... ^{\$8.00} per month
ESPN Pack..... Call for rates
Sports Plus Pack ^{\$5.00} per month

Movie Packs

Encore with Viewers Pack ^{\$6.00} per month
Encore with Viewers Plus Pack No Charge
Starz with Viewers Pack ^{\$14.00} per month
Starz with Viewers Plus Pack..... ^{\$8.00} per month
Encore & Starz Super Pack with Viewers Pack..... ^{\$14.00} per month
HBO ^{\$18.00} per month
Showtime ^{\$15.00} per month
Cinemax..... ^{\$14.00} per month

Multi Movie Pack Discounts

Pick 2 Movie PacksWith Viewers Pack - save ^{\$1.00} per month
Pick 2 Movie Packs With Viewers Plus Pack - save ^{\$2.00} per month
Pick 3 Movie PacksWith Viewers Pack - save ^{\$3.00} per month
Pick 3 Movie Packs With Viewers Plus Pack - save ^{\$5.00} per month
Pick 4 Movie Packs With Viewers - save ^{\$6.00} per month
Pick 4 Movie Packs With Viewers Plus Pack - save ^{\$5.00} per month

Other Packs

Disney Family Movies ^{\$4.95} per month

Important information

Virginia Communications Sales Tax and other required taxes and fees are additional.

Offer subject to change without notice. Line charges, installation, set up/activation fees may apply.

High-Definition Television is required in order to receive HD programming. DVR equipment and DVR equipment fees apply in order to use DVR service.



Terms & Conditions

Lumos Media Inc. / Lumos Networks Fiber Optic TV Services

The person designated as Customer (herein called “Customer”) and at the Customer’s service address property (herein called “Premises”) has requested and subscribed to Lumos Fiber Optic TV (herein called “Service(s)”) from Lumos Networks Media Inc. (herein called “Company”). Upon execution of the Service(s), the Customer and Company hereby agree to comply with the following conditions of Service(s):

FEES AND PAYMENT

1. Customer agrees to pay, when due, any required connection fees and line conditioning charges and to pay the monthly service charge prescribed by the Company. Company shall have the right to disconnect and discontinue the facilities providing Service(s) upon failure of Customer to pay any sums of money due the Company, when due, and for any breach of the following conditions contained herein.

2. Company shall have the right to deduct or offset any charges which Customer may owe Company against any prepaid service charges held by the Company.

3. Payment is due within 25 days of the invoice date. Accounts unpaid 25 days after the invoice date may be subject to an interest charge of 1.5% per month and may have Service(s) terminated or disconnected. Such termination does not relieve the Customer of their obligation to pay the amount owed. If the Customer defaults on payment, the Customer agrees to pay Lumos Networks the amount owed and reasonable expenses, including attorney fees, court costs, service fees and collection agency fees, incurred in enforcing its rights under this document. Monthly fees will be charged one month in advance. Monthly service charges will be pro-rated if Customer terminated Service(s). Customer may cancel Service(s) at any time by notifying the Lumos Networks office in writing at the following address – Lumos Networks, P.O. Box 1068, Waynesboro VA 22980. Any applicable early termination fees are payable upon termination of Service(s).

4. If Customer does not have the power of control of the Premises specified herein, Customer agrees to obtain and furnish permission to Company from such third party for any required installation, service and inspection contemplated under these Conditions of Service(s). Should Customer fail to secure consent, as provided herein, Customer will indemnify and hold Company harmless from any and all claims of such owners or interested party arising out of performance of this Service(s).

5. LIMITED LIABILITY: ANY LIABILITY OF THE COMPANY INCLUDING WITHOUT LIMITATION, LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, ELECTRICAL SURGE/DAMAGE/ INTERFERENCE, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF RECORDS WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF CUSTOMER TO THE COMPANY FOR THE CURRENT MONTH.

6. Technical support is provided for Service(s) on a 24 x 7 basis.

7. It is not acceptable to use Service(s) for any purposes that violate U.S. state laws. It is also not acceptable to use Service(s) to interfere with or disrupt network users, service or equipment. Such interference includes, but is not limited to: distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to other computational, information or communications devices or resources. Unacceptable use will result in immediate termination of Service(s).

8. Installation and Equipment - Equipment is provided by Lumos Networks to the customer and is to be returned to Lumos Networks in good working condition upon termination of service(s). If the equipment is lost, stolen, damaged, altered, destroyed or otherwise cannot be promptly recovered or returned to Lumos Networks, customer agrees to pay \$250.00 for non-DVR receivers, \$350.00 for DVR-capable receivers and \$15.00 for each remote control as liquidated damages. Unauthorized use of equipment is a violation of the law.

Lumos Networks Fiber Optic TV Privacy Notice

As a customer of Lumos Networks subscribing to Fiber Optic TV and/ or other services provided over the television system, you are entitled, under the Cable Communications Policy Act (the “Cable Act”), to know the limitations imposed upon video operators in the collection and disclosure of personally identifiable customer information. You are also entitled to know the type of personally identifiable information collected, how such information is used, under what conditions it is disclosed, the period during which it is maintained and the rights of customers concerning access to such information and its disclosure.

The law relates only to personally identifiable information. It also applies only to information that you have furnished to us and certain information that is transmitted over our video facilities. This law does not apply to anonymous aggregate customer information, which is information the video system collects or assembles that is devoid of all personally identifiable information relating to our customers (i.e., it is anonymous). Lumos Networks collects such information in order to provide and manage the quality of the services requested.

1. Collection and Use: To better provide you with reliable service, Lumos Networks keeps regular business records that contain the following types of personally identifiable information: name, service address, billing

address, home and/or other telephone number(s), email address(s), social security number or driver’s license number, service information, and customer correspondence and communications records. We also maintain information concerning billing, payment, security deposits, maintenance and repairs, television equipment on customer’s premise, as well as other service-related information.

We collect, maintain and use this information, generally to conduct business activities related to providing you with video television and other services. **We cannot use the video system to collect your personal information without your written consent unless it is collected for purposes outlined in this notice.** Our detailed business records are used, and personal information contained in them disclosed, generally to help ensure you are being properly billed for the services you receive, to send you pertinent information regarding your television services, to improve the quality of the services we provide to you, and for other service-related activities. More specifically, this information is used for financial, legal, tax and accounting purposes, to install, maintain and disconnect services, to bill and collect charges for the services that you receive, to gauge customer mailings and to answer questions from you concerning your bill and services provided to you. We take all reasonable precautions to identify you or your authorized representative as the inquirer on your account and to otherwise prevent unauthorized access to your account information.

2. Disclosure: Lumos Networks considers the personally identifiable information contained in our business records to be confidential and will not disclose it without your prior written or electronic consent except as provided in this notice. We may disclose this information, however, if the disclosure is necessary for rendering or conducting a legitimate business activity related to a video service or other service Lumos Networks provides to you. The types of persons to whom personal information may be disclosed in the course of our business include our employees, attorneys, agents, affiliates, accountants, billing and collection services, programming suppliers, program guide suppliers, and authorized representatives of the franchising authority. Your consent is not required for us to make such disclosures for legitimate video business purposes.

Lumos Networks may also disclose anonymous aggregate information, which information cannot be associated with any particular customer. While we do not currently sell lists containing the names and addresses of our customers or otherwise release customer lists to third parties not facilitating our services to you, the law permits Lumos Networks to disclose only names and addresses of its customers to charities, marketing organizations, and other businesses for use in mailing lists, telephone or mail solicitation, market research or other uses. This type of disclosure, however, cannot reveal, directly or indirectly, the extent of your viewing or other use of a service or the nature of any transaction you have made over the video system. You have the right to limit or prevent your name and address from being included on such a list. If you wish to be excluded from any such list, you must notify us in writing at this address: Lumos Networks Customer Care, PO Box 1068, Waynesboro, VA 22980. Your notice to us must include:

- your name
- full mailing address
- account number
- date and signature

Lumos Networks will not make personally identifiable information about your television programming service records available to government entities unless we are required to do so by court order. Under subsection (h) of Section 631 of the Cable Act, before the court will order us to disclose any personally

identifiable information about your television programming service records, the government entity seeking the information must 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. If a government entity is seeking personally identifiable information about you under these circumstances, the court must afford you the opportunity to appear and contest the government entity’s claim prior to issuing an order to Lumos Networks to produce the records.

Under the recently enacted USA Patriot Act, Lumos Networks may be required to make certain personally identifiable information about its television customers (excluding television programming service records as discussed above) available to government entities upon receipt of a valid subpoena. You are not entitled to receive advance notice of the disclosure.

In addition, under the USA Patriot Act, Lumos Networks may disclose, voluntarily and without prior notice to the subscriber, communications to law enforcement if Lumos Networks reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay.

3. Retention: Lumos Networks maintains the information in our regular business records as long as you are a customer and for a period of time thereafter if necessary for our business or legal purposes. Unless there is a legitimate request or order to inspect the information outstanding, we will destroy the information once it is no longer necessary for our business purposes.

4. Subscriber Rights: Lumos Networks will make available to you for examination any personally identifiable information about you collected and maintained in our business records within a reasonable period of time. You shall be responsible for the cost of copying any documents you request. We will make this information available during normal business hours at the Lumos Networks office and will give you an opportunity to correct any error in the information we maintain. Section 631 of the Cable Act gives you specific rights if these provisions are violated. If you believe that a violation of these provisions of the Cable Act has caused you harm, you may bring a civil action for damages in United States District Court.

Customer Information

Lumos Media Inc. / Lumos Networks Fiber Optic TV Services

1. Emergency Alert System (EAS) messages are broadcast on all channels including Premium, Pay Per View, Music and Lumos Networks Channel 1. All Video On Demand selections will also display the EAS messages. If you are recording a program on your DVR, the EAS message will not be recorded. To receive free notification of emergencies in our area - including breaking weather information, Homeland Security and health alerts—go to www.emergencyemail.org. Emergency notification is a free national public service.

2. Parental Controls are included with Lumos Networks Fiber Optic TV service. It is your responsibility to activate and deactivate parental controls when needed. Parental control operating instructions are provided to all new customers at the time of installation. For instructional assistance or to obtain additional instructional materials, you may call Customer Care at 611 from your Lumos Networks home phone or 800-320-6144.

3. Billing and Credits: Invoices are issued monthly. Obtaining Lumos Networks Fiber Optic TV service is contingent upon receiving a satisfactory credit score. Monthly service fees are billed one month in advance. Partial monthly charges, due to connection or disconnection of service, may be pro-rated. The first invoice may be higher than the monthly rate caused by pro-rating necessary to bring billing for service in line with the customer’s billing cycle. Approved billing adjustments will be processed promptly and will be reflected on subsequent billing statements. Lumos Networks will respond to billing disputes within 30 days. For non-recurring charges, such as equipment installation fees, maintenance, repairs, or other services rendered above and beyond Lumos Networks Fiber Optic TV service, payment is due within 25 days of the date of invoice reflecting said charges.

4. Network Maintenance and Repair: Scheduled network maintenance will only be performed Monday through Friday between the hours of 11:30 p.m. and 6:30 a.m. Customers are given at least 24 hours’ notice of any interruption of service for the purposes of maintenance or repair. In an emergency, you will be given such notice as is reasonable for the circumstances. All notices for scheduled network maintenance are delivered on the Lumos Networks Informational Channel. Excluding conditions beyond the control of Lumos Networks, work will begin on any network interruption or service problem promptly and, in no event, later than the next business day after interruption becomes known. Lumos Networks is committed to meeting the following: 70% of service calls cleared on same day; 90% within 3 business days; all within 5 days. The mean time for service call resolution is 2 days except when conditions are beyond our control.

5. Installation and Service Maintenance Policies: Lumos Networks is committed to meeting the following: installation within 5 business days after the order is placed for standard aerial installs within 125 feet (Botetourt) (150 feet Waynesboro) of existing distribution system; installation within 7 business days after the order is placed for standard underground installs. Drop lines must be at least 12-18 inches deep. Cable distribution lines must be 18 inches deep or below the frost line. The mean time for standard installation is 4 days. Appointments for installs and service calls will be at a specific time or 4-hour time block during business hours. Appointments can be scheduled after business hours for customer convenience. Lumos Networks cannot cancel customer appointments after the close of business on the business day prior to the appointment. If installer cannot keep the appointment, the customer will be contacted and rescheduled. Our installations and service call time frames must be met 95% of the time. All vehicles and equipment owned or leased by Lumos Networks shall be identified by the name of Lumos Networks or its contractor. All Lumos Networks employees, contractors, subcontractors will wear ID badges and carry adequate ID as to their names and business phone numbers.

6. Complaint Procedure: If you have a complaint regarding any aspect of your video service, we encourage you to call Customer Care at 611 from your Lumos Networks home phone or 800-320-6144 during normal business hours or by writing to Lumos Networks Customer Care, Fiber Optic TV, PO Box 1068, Waynesboro, VA 22980. You may also contact your local franchising authority: County of Botetourt, One West Main Street, Fincastle, VA, 24090, (540) 473-8223; City of Waynesboro, 503 West Main Street, Waynesboro, VA, 22980; City of Lynchburg, Attn: Mike Goetz, 3550 Young Place, Lynchburg, VA 24501; City of Staunton, Attn: City Manager, 116 W. Beverley Street, Staunton, VA 24401, (540) 213-6555; Alleghany County, Attn: County Administrator, 9212 Winterberry Avenue, Covington, VA 24426, (540) 863-6600; City of Covington, Attn: City Manager, 333 W. Locust Street,

Covington, VA 24426, (540) 965-6300; Town of Clifton Forge, Attn: Town Manager, 547 Main Street, Clifton Forge, VA 24422, (540) 863-2500; Town of Iron Gate, Attn: Mayor, P.O. Box 199, Iron Gate, VA 24448, (540) 862-0770; County of Bedford, Attn: County Administrator, 122 E. Main St., Suite 202, Bedford, VA, 24523, (540) 586-7601. Lumos Networks will respond to written complaints within 30 days.

7. Refund policy: For loss of service on all channels for a period of 24 hours or more, a pro-rated refund based on the monthly service charges may be issued, pro-rated for the total time of interruption, upon your written request. Refund minimum is \$2.00.

a. The 24-hour period shall commence upon Lumos Networks learning of such service(s) outage whether knowledge is received by customer’s verbal or written notification; or by notification from Lumos Networks maintenance personnel or other.

b. Refunds shall be pro-rated by dividing the applicable monthly service rate by the number of days of the month during which service interruption was experienced and multiplying the quotient by the number of days of the service outage. Refunds shall not be granted for an outage caused in any way, willfully or otherwise, by the customer.

c. Refunds shall be issued promptly but no later than the earlier of either customer’s next billing cycle following management approval of customer’s request or thirty-one (31) days or within thirty-one (31) days only upon the return of Lumos Networks equipment if service is terminated.

8. Customer Equipment: A Lumos Networks Fiber Optic TV set-top box is required to receive Lumos Networks Fiber Optic TV. Most current customer-owned equipment will function properly when connected to a Lumos Networks set-top box. Lumos Networks assumes no responsibility or liability for the operation, support, maintenance or repair of any customer-owned equipment, software or services that customer elects to use in connection with Lumos Networks Fiber Optic TV or Lumos Networks set-top boxes. Some special features and functions of customer-owned equipment may not be operational such as recording one channel while watching another channel, record multiple programs on different channels or use of advanced picture display features such as “Picture-in-Picture”, channel review and other functions that necessitate channel selection by consumer device. A Lumos Networks remote control is provided with each Lumos Networks set-top box and can be programmed to operate most current video/ audio equipment. A set-up code list is provided with each Lumos Networks remote or can be obtained at www.lumosnetworks.com/video or contacting Customer Care. Most universal type remotes will operate a Lumos Networks set-top box. For questions concerning customer-owned equipment compatibility or remote control codes, contact Customer Care at 800-320-6144.