



Mediatti Broadband Communications, Inc. (“MBC”) is providing this Subscriber Privacy Notice (“Privacy Notice”) to inform you of its practices regarding personally identifiable information that may be collected in the course of providing services to you over its cable system, including video programming services, high-speed data, and Internet Service Provider services (“ISP Services”), (collectively “MBC Services”). This Privacy Notice is also being provided on behalf of MBC’s Affiliated Providers whose services may now, or in the future, be provided over MBC cable systems. This Privacy Notice is being provided in accordance with the Cable Act of 1934 (“the Cable Act”), as amended. In addition to the Cable Act, this Privacy Notice also makes reference to the Electronic Communications Policy Act of 1986 (“ECPA”), as amended, and the Online Copyright Infringement Liability Limitation Act of 1998 (“Copyright Act”), which are also applicable if you are a subscriber to ISP Services provided by MBC over its cable system. This Privacy Notice is posted online at www.mbcokinawa.net.

This Privacy Notice pertains to personally identifiable information about you that you have furnished to MBC, or that MBC has collected, in connection with the provision of MBC Services to you. The provisions of this Privacy Notice also apply as indicated herein to personally identifiable information that you have furnished to MBC Affiliated Providers or that they have collected in connection with their provision of MBC Services. Personally Identifiable Information does not include aggregate data that does not identify you.

The Cable Act’s subscriber privacy provisions apply to cable operators, as defined in the privacy provisions of the Cable Act, providing cable and other services over their systems. MBC Affiliated Providers intend to conduct their privacy practices as set forth in this Privacy Notice, which provides subscribers to their MBC Services with information required by the privacy provisions of the Cable Act, whether or not these MBC Affiliated Providers qualify as cable operators. MBC Affiliated Providers may provide subscribers with other information concerning their general privacy practices through additional policies and notices, which will continue to apply unless inconsistent with this Privacy Notice. When using MBC Affiliated Providers, you may wish to review these additional policies and notices. The provisions of this Privacy Notice do not apply to non-affiliated, third party providers (e.g., Netflix, Hulu, Amazon Prime, etc.) whose services are provided on MBC cable systems. These non-affiliated providers may have their own privacy policies, which you may want to review. You should also be aware that most of the content and applications provided through your ISP Services are provided by third parties and that, by accessing the online content of these third parties, you may cause or enable the transmission to them of personally identifiable information. The policies described in this Privacy Notice do not apply to such third parties. These third parties may have their own privacy policies, which you may also want to review.

Seven areas are covered by this Privacy Notice:

1. The nature of personally identifiable information collected about you and the way such information is used;
2. The nature, frequency, and purpose of any disclosure that may be made of such information;
3. Disclosure of information to governmental entities and through legal process;
4. The period of time such information will be maintained;
5. Your online communications on your ISP Service;
6. The times and place you may have access to the information collected; and
7. Your rights under the Cable Act.

1. Collection and Use of Personally Identifiable Information

(a) In order for MBC to provide service to you, MBC collects the following types of information about you that may constitute personally identifiable information: your name, residence address, mailing address, email, work address, telephone numbers, social security number or other government ID number, credit, and credit card information. Depending on the MBC Services provided to you, its records also may include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable or that are cable ready, the location of these television sets in your residence, the number and location of computers or connected devices in your residence and your computer configuration, the service options you have chosen, and the number of converters, cable modems or other cable equipment installed in your residence. MBC may remotely check your computer to the extent necessary to determine whether it is susceptible to unauthorized access or the dissemination of computer viruses. MBC may also keep records of research concerning subscriber satisfaction with its services, which are obtained from subscriber interviews and questionnaires. Additionally, MBC may have a record of whether you rent or own your residence in the event that landlord permission is required prior to installing MBC Services. MBC may also maintain subscriber correspondence (via e-mail or otherwise). MBC may keep records of violations and alleged violations arising from your subscription to MBC Services under your MBC

Subscription Services Agreement (“Subscriber Agreement”) as well as other rules or terms of use governing your use of MBC Services. Finally, MBC may sometimes obtain from third parties publicly available information about its subscribers.

(b) The information described in paragraph 1(a) is used for purposes such as the following: to make sure you are being billed properly for the MBC Services you receive; to send you pertinent information about MBC Services; to maintain or improve the quality of MBC Services; to answer questions from subscribers (i.e., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market MBC Services that you may be interested in; and for tax and accounting purposes.

(c) The MBC system, in delivering and routing the ISP Services and the systems of MBC Affiliated Providers, may automatically log information concerning Internet addresses you contact and the duration of your visits to such addresses. MBC does not use or disclose any personally identifiable information that may be derived from these logs for marketing, advertising, or similar purposes. MBC, as described above, in providing the ISP Service to you, also has access to personally identifiable information about you or your ISP account including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. You have consented, in your Subscriber Agreement, HSD Acceptable Use Policy, and your acceptance of MBC Services, to the collection of personally identifiable information as described in this paragraph.

(d) Under the Cable Act, a cable operator may also collect personally identifiable information over a cable system without subscribers’ consent if it is necessary to provide services to subscribers or to prevent unauthorized access to services or subscriber data.

(e) MBC Affiliated Providers may collect the following types of information that may constitute personally identifiable information:

(i) Registration and account information, including your name, address, telephone number, screen names and email address(es), means of subscription, billing and payment (including credit card) information, and complaint and service history;

(ii) Account usage information, including information about how often and how long you use the relevant ISP Service, areas of the ISP Service visited, features of the ISP Service selected or used, and purchases that you have made through the ISP Service;

(iii) Technical information, including information about your computer system, its software and modem, and your geographical location;

(iv) Other subscriber information, including preference and other information you provide when you use or personalize your use of your ISP Service, information provided by MBC Affiliated Providers, information you publish on the ISP Service, and information from other sources (for example, publicly available supplementary data).

(f) The information collected by MBC Affiliated Providers, in connection with your use of their services, may be use in connection with the provision and maintenance of the relevant cable-based service(s) and to fulfill transactions that you request, to personalize or improve your service experience, or as otherwise necessary in the course of their businesses (for example, in audits, billing matters, or research). MBC Affiliated Providers may also use this information to provide advertising and other offers for goods and services to you, subject to the marketing preferences you may select when using their services. If you are a subscriber to one or more of MBC Affiliated Providers, you have consented in your Subscriber Agreement to the collection of such information for the uses described above.

2. Disclosure of Personally Identifiable Information

(a) Personally identifiable information that MBC maintains related to its subscribers will be disclosed by MBC without the prior written or electronic consent of subscribers only if: (1) it is necessary to render or conduct legitimate business related to the MBC Services that are provided to you; (2) such disclosure is required by law or legal processes as described below; or (3) for mailing lists as described below.

(b) The types of persons to whom information about you may be disclosed by MBC in the course of providing cable service to you include the employees of MBC and its related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to MBC when they have a legal right to inspect MBC books and records.

(c) In addition, if you are an ISP Service subscriber, information, including personally identifiable information, may be shared by MBC in providing the ISP Service. The types of persons to whom information about you may be disclosed in the course of providing an ISP Service to you may include, in addition to those persons listed above, other entities who provide content and/or services to the ISP Service or to you via the ISP Service.

(d) Information for billing purposes is generally provided by MBC on a monthly basis. Information for other purposes is provided by MBC as it is needed.

(e) Unless you object, the Cable Act also permits cable operators to disclose personally identifiable information to others, such as advertisers, direct mail, or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for purposes other than as described in the first three paragraphs of this Section 2 and in Section 3 of this Privacy Notice is limited to the following “mailing list information”: your name, address, and the particular MBC Services to which you subscribe (e.g., Showtime or other premium channels or tiers of service). In addition, MBC may add to its mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service including

the extent of your use of any ISP Service or the nature of any transaction you make over the cable system. MBC may disclose such mailing list information from time to time. If you wish to have MBC remove you from its mailing list, please notify MBC in writing.

(f) In addition to any disclosures permitted in the first paragraph of this Section 2, MBC Affiliated Providers may also disclose, pursuant to the consent you granted in your Subscriber Agreement, the personally identifiable information described in Section 1, in connection with the provision of MBC Services to you, in order to fulfill transactions that you request, to personalize your online experience, to comply with criminal or civil legal processes (including as described in Section 3 of this Privacy Notice), and as otherwise necessary in the ordinary course of their businesses. For example, MBC Affiliated Providers may disclose your personally identifiable information routinely to their employees, agents, and contractors to maintain, market, provide, and audit your MBC Affiliated Services; to outside auditors to check their records; to attorneys and accountants as necessary to render services to such Providers; and to merchants from whom you make purchases. The frequency of such disclosures varies according to business needs. The names and addresses of subscribers to MBC Affiliated Providers may also be disclosed to selected companies in order to provide you direct mail product and service offers, subject to the marketing preferences you may select when using your MBC Services. In disclosing name and address information for such purposes, MBC Affiliated Providers may combine these lists with publicly available information (such as census and household information) or segment them (i.e. create separate sub-lists) based on such publicly available information or on other information (such as when the subscriber began using the cable-based service or the subscriber's computer type).

3. Disclosure of Information to Government Entities and Other Legal Process

(a) Federal law requires MBC to disclose personally identifiable information to a governmental entity or other third party pursuant to a court order. If the court order is sought by a governmental entity, the Cable Act requires that you be afforded the opportunity to contest in court any claims made in support of the court order sought. At such a proceeding, the Cable Act 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. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable operators 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.

(b) If you are a subscriber to an ISP Service, ECPA requires MBC to reveal information to the government in certain additional circumstances. ECPA addresses both the content of communications on the ISP Service as well as subscriber record information. ECPA requires MBC and/or MBC Affiliated Providers to disclose to governmental authorities the content of communications in response to a criminal warrant or court order without any notice to you and without your consent.

(c) In addition, under ECPA the government may require MBC to disclose subscriber record information (but not the content of communications) pursuant to a warrant, court order, or subpoena without any notice to you and without your consent.

(d) If you subscribe to an ISP Service, a private party may use a subpoena under the Copyright Act to obtain information about you to maintain a copyright infringement suit against the poster of online material, without any notice to you. Additionally, MBC Affiliated Providers may release information about you to comply with valid legal processes such as a subpoena or court order or as required by law.

(e) In your Subscriber Agreement, you have agreed that MBC and MBC Affiliated Providers may also disclose any information in its possession to protect its rights, property, and/or operations or where circumstances suggest that individual or public safety is in peril.

4. Time Period That MBC Retains Personally Identifiable Information

MBC and MBC Affiliated Providers maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that MBC and MBC Affiliated Providers can comply with tax and accounting requirements. When information is no longer necessary for these purposes, MBC or MBC Affiliated Providers destroy the information unless there is a legitimate outstanding request or order to inspect the information.

5. Your Online Communications on an ISP Service

In addition to the situations described in Section 3, ECPA provides for other exceptional circumstances under which MBC may be compelled to disclose information about you or your communications or is permitted to disclose such information. For example, such information may be disclosed to law enforcement if it appears to be evidence of child pornography or was inadvertently obtained and appears to pertain to a crime. Such disclosure is also permitted to an addressee, an intended recipient (or his or her agent), or to a person involved in forwarding such information to its destination; when it is necessarily incident to providing service or to protect MBC rights or property; to others with your consent or the consent of an addressee or intended recipient (or his or her agent) of communications sent by you; or as otherwise provided for by law. In your Subscriber Agreement, you have agreed that MBC and MBC Affiliated Providers may disclose any information in their possession to protect their rights, property, and/or operations or where circumstances suggest that individual or public safety is in peril.

6. Access to Records

Under the Cable Act, you have the right to inspect the records of a cable operator that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect these records, please notify MBC in writing and an appointment at its local business office will be arranged during its regular business hours.

7. Your Rights Under the Cable Act

The Cable Act provides you with a cause of action for damages, attorneys' fees, and costs in Federal District Court should you believe that any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by a cable operator. Your Subscriber Agreement contains your agreement that, to the extent permitted by law, any claims that you have under the Cable Act will be decided in arbitration and attorneys' fees and punitive damages will not be available.