



The account holder(s), customer(s) or subscriber(s) referred to on the MBC Work Order or billing statement (“I,” “me” or “my”) agrees that the Work Order and this MBC Subscription Services Agreement (“Subscriber Agreement”) set forth the terms and conditions that govern my receipt of Services from Mediatti Broadband Communications, Inc. (“MBC”), which may include, among others, High-Speed Data (“HSD”), Video, and equipment rental services. The term “Services” and all other capitalized terms used in this Subscriber Agreement are defined in Section 14.

I represent and warrant that I am at least 18 years of age and that I am legally able to enter into this Subscriber Agreement with MBC.

In consideration of MBC’s provision of the Services that I have requested, subject to applicable law, I AGREE AS FOLLOWS:

## **1. Important Information About This Subscriber Agreement**

**(a)** This Subscriber Agreement, along with the Website Privacy Notice, Subscription Privacy Notice, and HSD Acceptable Use Policy, as set forth below or may be amended by MBC from time to time, constitutes the agreements between MBC and me. This Subscriber Agreement supersedes all previous written or oral agreements between MBC and me. I am not entitled to rely on any oral or written statements by MBC representatives relating to the subjects covered by these documents, whether made prior to the date of my Work Order or thereafter, and MBC will have no liability to me except in respect of its obligations as described in this Subscriber Agreement and the other documents referred to herein. The use of my Services by any person other than me is also subject to the terms of this Subscriber Agreement.

**(b)** MBC has the right to add to, modify, or delete any term of this Subscriber Agreement, the Subscriber Privacy Notice, the Website Privacy Notice, the HSD Acceptable Use Policy, or any other document governing my Services at any time. An online version of all applicable documents, as so changed from time to time, will be accessible at [www.mbcokinawa.net](http://www.mbcokinawa.net), or another online location designated by MBC, or can be obtained by calling my local MBC office. This Subscriber Agreement supersedes all previous services Subscriber Agreements.

**(c)** MBC will notify me of any significant change(s) in this Subscriber Agreement, the Subscriber Privacy Notice, the Website Privacy Notice, or the HSD Acceptable Use Policy. Any such changes shall become effective immediately except where applicable law requires a notification period, in which case the change will become effective at the end of the requisite notification period. Upon effectiveness of any change to any of these documents, my continued use of the Services will constitute my consent to such changes and my agreement to be bound by the terms of the document as so changed. If I do not agree to any such changes, I will immediately stop using the Services and notify MBC that I am terminating my Services account.

**(d)** My acceptance of Services constitutes my acceptance of the terms and conditions contained in this Subscriber Agreement. In the event that a portion of my Services is terminated, or any aspect of it is changed, any remaining Service or replacement Service will continue to be governed by this Subscriber Agreement.

## **2. Charges & Payments**

**(a)** I agree to pay MBC in U.S. currency for: (i) all use of my Services; (ii) installation and applicable service charges; (iii) MBC Equipment; and (iv) all applicable local, state and federal fees and taxes and all applicable franchise fees or charges. Charges for the Services are set forth on a separate price list that I have received. Prices for Services are also available online at [www.mbcokinawa.net](http://www.mbcokinawa.net) or by contacting my local MBC office. I will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practical monthly billing cycle following use, or as

otherwise specified on the price list. MBC may change both the fees and the types of charges (e.g., periodic, time-based, use-based) for my Services. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for early termination fees associated with such promotion.

**(b)** Charges for installation Services and related equipment available from MBC for standard installation are as described in the MBC list of charges. Non-standard installations or special construction charges, if available, may result in additional charges. In addition, I agree to pay charges for repair service calls resulting from my misuse of MBC Equipment or for failures in equipment not supplied by MBC.

**(c)** All charges are payable on the due date specified, or as otherwise indicated, on my MBC bill. I agree that late charges may be assessed on amounts that are past due. My failure to deliver payment by the due date is a breach of this Subscriber Agreement. The current late fees are on the price list or can be provided upon request. MBC reserves the right to change the late fees, or its policies related to, when late fees are applied.

**(d)** I agree that if my Services account with MBC is past due, MBC may terminate any of my Services or accounts. If I have a credit due to me or a deposit is being held on any account with MBC, I agree that the credit or deposit may be used to offset amounts past due on any other account I may have with MBC without notice to me. To reconnect any terminated Services, I may be required, in addition to payment of all outstanding balances on all accounts with MBC, to pay reconnect charges or trip charges (where applicable), additional Service fees in advance and/or security deposits before reconnection.

**(e)** MBC may verify my credit standing with credit reporting agencies and require a deposit based on my credit standing or other applicable criteria. MBC may require a security deposit, or a bank or credit card or account debit authorization from me as a condition of providing or continuing to provide Services. If MBC requires a security deposit, the obligations of MBC regarding such security deposit will be governed by the terms of the deposit receipt provided by MBC to me at the time the deposit is collected. I agree that MBC may deduct amounts from my security deposit, bill any bank or credit card submitted by me, or utilize any other means of payment available to MBC, for any past due amounts payable by me to MBC, including but not limited to charges for damaged or unreturned equipment.

**(f)** If I have elected to make payment by credit card, debit card or ACH transfer, I agree that I will automatically be charged each month for any amounts due under this Subscriber Agreement. If I make payment by check, I authorize MBC and its agents to collect this item electronically.

**(g)** MBC may charge fees for all returned checks and account debit, bankcard, or charge card chargebacks. The current return/chargeback fees can be found online at [www.mbcokinawa.net](http://www.mbcokinawa.net) or can be provided on request. MBC reserves the right to change return/chargeback fees.

**(h)** All use of my Services, whether or not authorized by me, will be deemed my use and I will be responsible in all respects for all such use including for payment of all charges attributable to my account. MBC is entitled to assume that any communications made through my Services or from the location at which I receive the Services are my communications or have been authorized by me. My Services may contain or make available information, content, merchandise, products, and Services provided by third parties, for which there may be charges payable to third parties. I agree that all such charges incurred by me or attributed to my account will be my sole and exclusive responsibility and agree to pay the same when due and shall indemnify and hold harmless the MBC Parties for all liability for such charges. I agree that MBC is not responsible or liable for the quality of any content, merchandise, products, or Services (or the price thereof) made available to me via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

**(i)** I acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services MBC provides and, consequently, uncertainty about what fees, taxes, and surcharges are due from MBC and/or its customers. Accordingly, I agree that MBC has the right to determine, at its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to me. I further agree to waive any claims I may have regarding MBC collection or remittance of such fees, taxes, and surcharges. I further understand that I may obtain a list of the fees, taxes, and surcharges that my local MBC office currently collects or passes through by writing to MBC at the following address and requesting the same:

**MBC**

**Attn: General Manager**

**Building 403, Unit 5265**

**APO, AP 96368**

**(j)** I agree that it is my responsibility to report to MBC billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, the errors are waived.

**(k)** MBC bills me for Services in advance. MBC bills are sent by email only. I understand that I must provide to MBC a valid personal email address. MBC processes billing each month such that I should receive my MBC billing statement prior to the 1st day of the month for which Services are being billed. I understand that the failure of MBC to deliver me a billing statement does not relieve my obligations for payment of Services in a timely manner. If, by the 9th day of the month, my account is not paid in full, MBC will assess a late fee and disable all of the MBC Equipment on my account. After the late fee is applied, but before my Services are disconnected for non-payment, I can have my Services restored by paying the late fee and the unpaid balance on my account. If, by the 16th day of each month, my account is still not paid in full, MBC will disconnect all MBC Equipment on my account. In order to restore my Services after my account has been disconnected for non-payment, I must pay the reconnect fee, the late fee, any unpaid charges, and one month of regular recurring charges for my Services in advance. MBC reserves the right to deny me service if my account has been disconnected for non-payment more than three times.

### **3. Installation; Equipment and Cabling**

**(a)** If I am not the owner of the house, apartment, or other premises upon which MBC Equipment and Services are to be installed, I warrant that I have obtained the consent of the owner of the premises for MBC personnel and/or its agents to enter the premises for the purposes described in Section 3(d) and for the delivery of Services under this Subscriber Agreement. I agree to indemnify and hold the MBC Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Subscriber Agreement (including costs and reasonable attorneys' fees).

**(b)** I authorize MBC to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. MBC shall not be liable for any effects of normal Services installation and workmanlike matter in accordance with reasonable industry standards and applicable regulations, such as holes in walls, etc., which may remain after installation or removal of the MBC Equipment, except for damage caused by negligence on the part of MBC.

**(c)** The MBC Equipment is, and at all times shall remain, the sole and exclusive personal property of MBC, and I agree that I do not become an owner of any MBC Equipment by virtue of the payments provided for in this Subscriber Agreement or the attachment of any portion of the MBC Equipment to my residence or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, MBC may, but shall not be obligated to, retrieve any associated MBC Equipment not returned by me as required under Section 3(f) below. MBC will not be deemed to have "abandoned" the MBC Equipment if it does not retrieve such equipment.

**(d)** I agree to provide MBC and its authorized agents access to my premises during regular business hours upon reasonable notice during the term of this Subscriber Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter, or disconnect or remove the MBC Equipment, to install Software, to conduct service theft audits, or to check for signal leakage. I agree that MBC may have reasonable access to easements and MBC Equipment located on my grounds.

**(e)** MBC shall have the right to upgrade, modify, and enhance MBC Equipment and Services from time to time. Without limiting the foregoing, MBC may, at any time, employ any such reasonable means to limit or increase the throughput available through individual cable modems for the provision of the HSD Services.

**(f)** If the Services are terminated for any reason, I agree that I have no right to possess or use the MBC Equipment related to the terminated Services. As required under Section 9 of this Subscriber Agreement, I agree that I must arrange for the return of MBC Equipment to MBC, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If I do not promptly return the MBC Equipment, or schedule with MBC for its disconnection and removal, MBC may enter any premises where the MBC Equipment may be located for the purpose of disconnecting and retrieving the MBC Equipment. I will pay any expense incurred by MBC in any retrieval of the unreturned MBC Equipment. MBC may charge me a continuing monthly fee until any outstanding MBC

Equipment is returned, collected by MBC, or fully paid for by me in accordance with Section 3(g). The current fees for equipment are available online at [www.mbcokinawa.net](http://www.mbcokinawa.net) or can be provided on request.

**(g)** I agree to pay MBC liquidated damages in the amount demanded by MBC, but not to exceed that specified in the then-current price list, for the replacement cost of the MBC Equipment without any deduction for depreciation, wear and tear, or physical condition of such MBC Equipment if; (i) I tamper with, or permit others to tamper with, MBC Equipment; (ii) the MBC Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond my reasonable control and even if I exercised due care to prevent such destruction, loss, or theft; or (iii) the MBC Equipment is damaged (excluding equipment malfunction through no fault of my own) while in my possession, whether or not due to circumstances beyond my reasonable control and even if I exercised due care to prevent such damage. I agree that these liquidated damages are reasonable in light of the problem of theft of cable and internet Services; the existence of a "black market" in MBC Equipment; the ability of third parties to steal Services with unlawfully obtained MBC Equipment, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages that arise from the unauthorized tampering with, loss, destruction, or theft of MBC Equipment. I agree to return any damaged MBC Equipment to MBC.

#### **4. Use of Services; MBC Equipment and Services**

**(a)** I agree that MBC has the right to add to, modify, or delete any aspect, feature, or requirement of the Services (including content, price, equipment, and system requirements). If MBC changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services utilizing my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Subscriber Agreement.

**(b)** If I participate in a promotional offer for any Services that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Services during the time specified. I agree that MBC shall have the right to add to, modify, or delete any aspect, feature, or requirement of the relevant Services, other than the price I am charged, during such promotional period.

**(c)** I agree that the Services I have requested are residential Services, offered for reasonable personal, non-commercial use only. I will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. Among other things, I agree that:

**(i)** If I receive Video Service, unless I am purchasing a commercial package of services, I will not use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to transmit or distribute the Video Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose and a breach of this Subscriber Agreement. I acknowledge that programs and other materials that I receive as part of the Video Service remain part of the Video Service even if I record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR, or similar recording device.

**(ii)** If I receive HSD Service, unless I am purchasing a commercial package of services, I will not use the HSD Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the HSD Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter (wired or wireless) or wide area network that enables persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within my residence, I will limit wireless access to the HSD Service (by establishing and using a secure password or similar means) to the members of my residence.

**(c)** Theft or willful damage, alteration, or destruction of MBC Equipment, or unauthorized reception, theft or diversion of Services or assisting such theft, diversion, or unauthorized reception is a breach of this Subscriber Agreement and potentially punishable under the Uniform Code of Conduct and applicable law (including by way of statutory damages, fine, and/or imprisonment). Nothing in this Subscriber Agreement, including Section 3(g) above, shall prevent MBC

from enforcing any rights it has with respect to theft or unauthorized tampering of Services or MBC Equipment under applicable law.

**(d)** I will not, nor will I allow others to, open, alter, misuse, tamper with, or remove the MBC Equipment as and where installed by MBC or use it contrary to this Subscriber Agreement or any terms of use. I will not, nor will I allow others to, remove any markings or labels from the MBC Equipment indicating MBC ownership or serial or identity numbers. I will safeguard the MBC Equipment from loss or damage of any kind, including accidents, breakage, or house fire and will not permit anyone other than an authorized representative of MBC to perform any work on the MBC Equipment.

**(e)** I agree that I will use the Services for lawful purposes only and in accordance with this Subscriber Agreement.

**(f)** I agree to be responsible for protecting the confidentiality of my screen names, passwords, personal identification numbers (PINs), parental control passwords or codes, and any other security measures made available, recommended, or required by MBC. I also acknowledge that the Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, MBC or certain third parties of information that may constitute personally identifiable information (as such term is used in the Federal Communications Act of 1934) about me and for which MBC may be required, under the Federal Communications Act of 1934, to obtain my consent. I agree that MBC may seek such consents (or indications of my election to “opt in” to certain MBC programs) electronically, including through the use of a “click through” screen and that MBC is entitled to assume that any such consent or opt-in election communicated through my Services or from the location at which I receive the Services is my consent or opt-in election or has been authorized by me.

**(g)** I agree that MBC has no liability for the completeness, accuracy, or truth of the programs or information it transmits across its network via the Services I purchase from MBC.

**(h)** The Services and Equipment and any Firmware or Software used to provide the Services or provided to me in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents, and materials on MBC’s and/or MBC Affiliated Providers’ website(s) are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “Marks”) of MBC and/or MBC Affiliated Providers are, and shall remain, the exclusive property of those entities and nothing in this Subscriber Agreement shall grant me the right or license to use any of such Marks. I acknowledge that I am not given any license to use the Firmware or Software used to provide the Services or provided to me in conjunction with providing the Services, or embedded in the MBC Equipment, other than a nontransferable, revocable license to use such Firmware or Software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Subscriber Agreement. I shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code of the Firmware or Software. I expressly agree that the Equipment is exclusively for use in connection with the Services and that MBC and MBC Affiliated Providers will not provide any passwords, codes, or other information or assistance that would enable me to use the Equipment for any other purpose. MBC prohibits my use of the Services through an interface device not provided by MBC without MBC express written consent, and I will indemnify and hold harmless MBC and MBC Affiliated Providers against any and all liability arising out of my use of such interface MBC Equipment with the Services. I agree not to change the electronic serial number or equipment identifier of the MBC Equipment, or to perform a factory reset of the MBC Equipment, without express permission from MBC or MBC Affiliated Providers. MBC reserves the right to terminate my Service should I tamper with MBC Equipment. I agree not to hack or disrupt the Services or to make any use of the Services that is inconsistent with its intended purpose or to attempt to do so.

## **5. Special Provisions Regarding High Speed Data (“HSD”) Service**

**(a)** Tiers of Service. I acknowledge that the HSD Service may be offered on a tiered basis and that each tier has “throughput” limits (i.e., limits on the maximum rate at which I may send and receive data at any time), “consumption” limits (i.e., limits on the amount of data that I may send or receive during the course of a month or over shorter periods), and other limits, all as set forth in the price list and/or the HSD Acceptable Use Policy. I agree that MBC may change the throughput, consumption and other applicable limits of any tier(s) by amending the HSD Services or the HSD Acceptable Use Policy. My continued use of the HSD Service will constitute my acceptance of any new limits. I also agree that MBC may use technical means, including, but not limited to, suspending or reducing the speed of my

service to ensure compliance with these limits and that MBC may move me to a higher tier of HSD service (which may result in higher monthly charges), impose other charges and fees if my use exceeds these limits, or may terminate my Services. I further agree that MBC has the right to monitor my usage patterns to facilitate the provision of the HSD Service and to ensure my compliance with its terms of use. MBC may take such steps as it determines appropriate in the event my usage of the HSD Service does not comply with its HSD Acceptable Use Policy, including but not limited to applicable consumption limits or the termination of Services.

**(b) Republication.**

**(i)** I acknowledge that material posted or transmitted through the HSD Service may be copied, republished, or distributed by third parties, and that MBC will not be responsible for any harm resulting from, or damages I may incur because of, such actions.

**(ii)** I grant to MBC, and I represent, warrant, and covenant that I have all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display in any media all material posted on the public areas of the HSD Service via my account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the HSD Service.

**(iii)** I agree that unsolicited e-mail, or "spam," is a nuisance and that MBC is entitled to establish limits on the volume of e-mail that I send. Such volume limits may be set by reference to a number of e-mails per day, week, month, or year. MBC may immediately terminate any account holder's account that it determines, in its discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail.

**(c) Unfiltered Internet Access.** I acknowledge that the ISP Service provides a connection to the Internet that may be unfiltered, and that MBC does not control nor assume responsibility for any content on the Internet or content that is posted by me. Although MBC or third party vendors may make available certain parental control features, I acknowledge that such parental control features may not be entirely effective or foolproof and that, notwithstanding such features, I, or members of my household, may be exposed to unfiltered content.

**(d)** I agree that MBC has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to, or posted on the HSD Service, if it determines in its sole discretion that the material is unacceptable or violates the terms of this Subscriber Agreement or the HSD Acceptable Use Policy. Such material might include, but is not limited to, personal home pages and links to other sites. In addition, I agree that, under such circumstances, MBC may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g. home pages), or cancel my account without prior notification. I also agree that MBC may suspend, alter, or cancel my account for using all or part of the HSD Service to post content to the Internet or to engage in "peer to peer" file exchanges or other forms of file exchanges that violate this Subscriber Agreement.

**(e) Computer Requirements.** I agree that each Computer connected to the HSD Service will need to meet certain minimum hardware and software requirements and that such requirements may be changed from time to time by MBC.

**(f)** Unless I have specifically subscribed for commercial grade service, the MBC HSD Services are provided to me for personal, non-commercial use only. The service cannot be used for any enterprise purpose whatsoever whether or not the enterprise is directed toward making a profit. If I intend to use this service for these purposes, I understand that I must contact MBC to inquire whether commercial grade service programs are available. MBC's lack of a commercial grade service does not permit my use of the Services for any commercial purpose.

**(g)** The MBC HSD Service may not be used to engage in any conduct that interferes with MBC's ability to provide service to other subscribers including the use of excessive bandwidth. I also agree that I will not download data in excess of the limitations related to my HSD service level as outlined in the HSD Acceptable Use Policy. If I engage in any activity that results in excessive usage as defined by MBC at its sole discretion, I will be subject to additional charges, restrictions upon my bandwidth usage, or termination of my Service. I also agree that the limits set forth are set at the discretion of MBC and as such are subject to change without my consent.

**(h)** The MBC HSD Service may not be used to breach, or attempt to breach, the security, the computer, the software, or the data of any person or entity, including MBC, to circumvent the user authentication features or security of any host, network, or account, to use or distribute tools designed to compromise security, or to interfere with another's

use of the HSD Services through the posting or transmitting of a virus or other harmful item to deliberately overload or flood that entity's system.

**(i)** In using the MBC HSD Service, I agree that I may not use an IP address or client ID not assigned to me, forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting or probe, scan, or test the vulnerability of any system or network by the use of sniffers, SNMP tools, or any other method.

**(j)** The MBC HSD Service may not be used to harm or attempt to harm a minor, including, but not limited to, posting or transmitting content that is unlawful, including child pornography or other graphic visual depictions of sexual acts or sexually explicit conduct involving children or other depictions of children, the primary appeal of which is prurient.

**(k)** The MBC HSD Service may not be used in any manner, including uploading, posting, transmitting, or otherwise making available any materials or content that violates this Subscriber Agreement, the HSD Acceptable Use Policy, or any applicable local, state, federal, or international law, order, or regulation. Prohibited uses include, but are not limited to:

**(i)** Infringing or compromising intellectual property rights or the ability to maintain trade secrets and other personal information as private;

**(ii)** Invading another person's privacy, stalking, harassing, or otherwise violating the rights of others;

**(iii)** Posting, transmitting, or otherwise making available content that is threatening, abusive, libelous, slanderous, defamatory, terroristic, or that violates hate crime laws, incites hatred, or is otherwise offensive or objectionable;

**(iv)** Posting, transmitting, or otherwise making available sexually oriented content that is offensive or inappropriate;

**(v)** Interfering with MBC's ability to provide access to others.

**(l)** The MBC HSD may not be used to engage in or foster any consumer fraud including impersonating any person or entity or forging anyone else's digital or manual signature, illegal gambling, "Make Money Fast" schemes, chain letters, Pyramid, or other investment, schemes, or to make or encourage people to accept fraudulent offers by e-mail, USENET, or other means of products, items, or services originating from my account, or through a third party, which implicates my account, or to post or transmit off-topic or commercial messages on bulletin boards.

**(m)** I may not engage in any of the above activities using the service of another ISP, while channeling such activities through the MBC HSD Service or using this account as a mail drop for responses.

## **6. Support; Service and Repairs**

**(a)** My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. MBC will, at its own expense, repair damage to or, at MBC's option, replace MBC Equipment and otherwise attempt to correct interruptions of the Services due to reasonable MBC Equipment wear and tear or technical malfunction of the system or network operated by MBC.

**(b)** MBC will have no obligation to install, connect, support, maintain, repair, or replace any Computer, television, telephone or telephone answering device, audiovisual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software, any cable modem, router (wired or wireless), cabling, or other equipment (other than MBC Equipment or MBC licensed Software).

**(c)** I agree that MBC has no responsibility for the operation of any equipment, software, or service other than the Services, the MBC Equipment and the MBC licensed Software. For instance, I acknowledge that certain commercially available televisions, converter boxes, and recording devices, which may be identified by their manufacturers as "cable ready" or "digital cable ready," may not be able to receive or utilize all available Services without the addition of an MBC converter box or other MBC Equipment, for which a fee may be charged. If I receive HSD Service, MBC has no responsibility to support, maintain, or repair any equipment, software, or service that I elect to use in connection with the HSD Service. For assistance with technical problems arising from such equipment, software, or services, I should refer to the Subscriber Materials for information regarding the technical support provided by the relevant third party's material.

**(d)** If MBC determines that non-MBC cabling or equipment connecting my residence to MBC Equipment installed on the side of, adjacent to, or within my residence is the cause of a service problem, I agree that MBC may access my property and make such repairs, including charging me, to resolve such service problems. If MBC cannot obtain access

to my property, or if I am not available to provide such access, then MBC may suspend my Services until such time as access to my residence can be obtained.

## **7. Service Interruptions; Force Majeure**

**(a)** I agree that MBC has no liability for delays in, or interruption to, my Services, except those for reasons within MBC's reasonable control, for more than twelve (12) consecutive hours in any twenty-four (24) period or seventy-two (72) hours in any thirty (30) day period related to (i) complete service interruptions on all Video Services resulting in the failure to deliver all video programming related to the billable tier of service or programming, or (ii) complete service interruptions in the HSD Service resulting in no internet access from MBC to me. MBC is not obligated to provide me credit for degradations in Services resulting in channel outages in a portion of my Video Services or degradation in the speed of my HSD Service. Where a credit is due to me, MBC will give me a prorated credit for the period of such interruption or failure if I request one within thirty (30) days of the interruption or failure. In no event shall MBC be required to credit me an amount in excess of the applicable Service fees. MBC will make any such credit on the next practicable bill for my Services.

**(b)** MBC shall not be obligated to issue any credit that is caused by a failure of any equipment except MBC Equipment limited to the terms of this Subscriber Agreement. If the restoration of the interrupted Services requires access to my residence, no credit will be given to me if MBC was denied access to my residence between the hours of 0900 to 1700 on normal, non-holiday, work days, provided that MBC gave reasonable advance notice to me when, within a three-hour window, MBC would be present at my residence to provide service.

**(c)** For purposes of calculating the duration of the interruption of Services, said period shall begin when MBC receives notice from me that my Services have been interrupted in their entirety or when MBC has actual or constructive notice of said interruption, whichever is earlier, and shall cease when the Services have been restored to me.

**(d)** MBC shall have no liability for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, acts of war, windstorm, flooding, earthquake, other natural disasters, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outages, computer viruses or worms, strike, or other weather-related issues.

## **8. Review and Enforcement**

**(a)** MBC may suspend or terminate all or a portion of my Services, without prior notification, if MBC determines in its discretion that I have violated this Subscriber Agreement, even if the violation was a one-time event. If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due to MBC once all MBC Equipment has been returned to MBC.

**(b)** If I receive HSD Service, I acknowledge that MBC has the right, but not the obligation, to review content on public areas of the HSD Service, including chat rooms, bulletin boards, and forums in order to determine compliance with this Subscriber Agreement and the HSD Acceptable Use Policy.

**(c)** I agree that MBC shall have the right to take any action that MBC deems appropriate to protect the Services, MBC facilities, or MBC Equipment.

## **9. Termination of Service**

**(a)** Either MBC or I may terminate all or any portion of my Services at any time for any or no reason. Terminations made by me may be subject to any penalties, such as early termination fees.

**(b)** If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify MBC by phone or in person in order to set up a disconnect appointment and provide MBC with access to my premises to disconnect the relevant Services and recover the MBC Equipment. MBC may require me to return all MBC Equipment to an MBC office prior to terminating any billing to my account. I understand that it is my sole responsibility to return all MBC Equipment to MBC and any failure to do so on my part will subject me to charges for such MBC Equipment.



**(c)** At the end of any promotional, free, or discounted period, MBC is entitled to begin providing to me and billing me for the usual Services and charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as allowed under the terms of the promotion.

**(d)** I cannot terminate my Services by writing "Canceled" (or any other messages) on my bill or check or by making a disconnect appointment that does not result in the physical recovery or my return of the MBC Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by MBC shall have no legal effect.

## **10. Disclaimer of Warranty; Limitation of Liability**

**(a)** I AGREE THAT THE SERVICES ARE PROVIDED BY MBC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS SUBSCRIBER AGREEMENT. MBC MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE MBC EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, I AGREE THAT MY USE OF THE SERVICES (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT, AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO ME, AND THE DOWNLOADING OF COMPUTER FILES) IS AT MY SOLE RISK. I FURTHER AGREE THAT MBC IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM, OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT, WITHOUT LIMITING THE FOREGOING:

**(i)** ANY AND ALL PRODUCTS AND SERVICES PROVIDED THROUGH THE MBC NETWORK TO ME THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS SUBSCRIBER AGREEMENT AND THE MBC PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND

**(ii)** NONE OF THE MBC PARTIES MAKE ANY WARRANTIES AS TO THE SECURITY OF MY COMMUNICATIONS VIA MBC FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET) OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR MY NETWORK CONNECTED DEVICES OR ONLINE (INCLUDING VOICE) COMMUNICATIONS. I AGREE THAT NONE OF THE MBC PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. I HAVE THE SOLE RESPONSIBILITY TO SECURE MY COMPUTER, NETWORKED DEVICES, AND ONLINE (INCLUDING VOICE) COMMUNICATIONS.

**(b)** I ACKNOWLEDGE THAT MBC, OR MY, INSTALLATION, OPERATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF THE SERVICES, MBC EQUIPMENT, AND SOFTWARE MAY RESULT IN DAMAGE TO MY COMPUTER(S), NETWORKED DEVICES, TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT, INTERNET ROUTER (WIRED OR WIRELESS), CABLING, OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. I SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE MBC PARTIES, MBC AFFILIATED PROVIDERS OR MBC VENDORS, LICENSEES, OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA, OR FILES.

**(c)** EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 7(a) AND 8(a) RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL MBC, ANY MBC PARTY, MBC AFFILIATED PROVIDER, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, OR FOR ANY ACTION TAKEN BY MBC OR AN MBC AFFILIATED PROVIDER TO PROTECT THE SERVICES OR THE BREACH BY MBC OR MBC AFFILIATED PROVIDER OF ANY WARRANTY.

**(d)** I AGREE THAT THE PROVISIONS OF THIS SECTION 10 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE MBC PARTIES AND/OR AFFILIATED PROVIDERS.

## **11. Privacy**

**(a)** My privacy interests, including my ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. Personally Identifiable Information that may be collected, used, or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice. I acknowledge receipt of the Subscriber Privacy Notice, which is deemed to form a part of this Subscriber Agreement and expressly consent to the collection, use, and disclosure of personally identifiable and other information as described in the Subscriber Privacy Notice, as it may be amended from time to time. The Subscriber Privacy Notice may be changed at any time at the discretion of MBC. A copy of the Subscriber Privacy Notice is available online at [www.mbcokinawa.net](http://www.mbcokinawa.net) or may be obtained by request directly from MBC.

**(b)** I agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Subscriber Agreement, MBC and its MBC Affiliated Providers shall each have the right (except where prohibited by law notwithstanding my consent), but not the obligation, to disclose any information to protect their respective rights, property, and/or operations or where circumstances suggest that individual or public safety is in peril. I consent to such actions or disclosures.

## **12. Consent to Phone and E-Mail Contact**

**(a)** I consent to MBC calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from the MBC phone-marketing list. I can make this request by calling or writing my local MBC office and asking to be placed on the MBC Do Not Call List.

**(b)** I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from the MBC phone-marketing list because I have an established business relationship with MBC as a customer.

**(c)** I consent to MBC emailing me, at any email address, including that of a wireless or mobile device, that I provide to MBC (or that MBC issues to me in connection with the HSD Service), for any purpose, including the marketing of MBC current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges. I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local MBC office.

## **13. Arbitration**

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATED TO, THIS SUBSCRIBER AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER, OR IN CONNECTION WITH, THIS SUBSCRIBER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS SUBSCRIBER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

## 14. Definitions

- (a)** "Computer" means the personal computer(s), tablet, gaming system, third party streaming device (Apple TV, Roku, etc.), cellular phone, or any device located or used at my residence that will be connected to, either wired or wirelessly, to access the MBC HSD Service.
- (b)** "DVR" means a set-top box or other device enabled with a digital video recorder. The term "PVR" meaning personal video recorder shall, for the purposes of this Subscriber Agreement, have the same meaning as DVR.
- (c)** "HSD Service(s)" and "High Speed Data Service(s)" mean the online content, features, functions, and Services (which may include Internet access) selected by me, as provided over the MBC broadband communications network(s).
- (d)** "including" or "include" shall mean inclusion, without limitation.
- (e)** "ISP" means any third-party Internet Service Provider that may be provided by MBC or selected by me now or in the future and is accessed using the HSD Service.
- (f)** "MBC" means Mediatti Broadband Communications, Inc., the local, licensed cable operator that is providing the Services over its broadband communications network, or any broadband operator to whom MBC assigns this Subscriber Agreement.
- (g)** "MBC Affiliated Provider(s)" means any vendor, ISP or provider of Services through the MBC broadband communications network that MBC may enter into an affiliation or contractual Subscriber Agreement now or anytime in the future or in which MBC holds or may in the future hold an ownership interest.
- (h)** "MBC Equipment" means any equipment provided by MBC to me including, but not limited to, wire, cable, cable conduit, splitters, junction boxes, converter boxes (also known as "set top" boxes), decoders, CableCARD™, terminals, cable modems (wired or wireless), voice-enabled cable modems (wired or wireless), routers, remote control units, multimedia terminal adaptors (MTAs), and any other equipment or materials provided to me by MBC for use in connection with the receipt of Services. MBC's Equipment does not include any Network Interface Card ("NIC") installed in my Computer.
- (i)** "MBC Parties" means MBC and its corporate parents, affiliates, and subsidiaries and their respective managers, partners, shareholders, directors, officers, employees, and agents.
- (j)** "Me," "My," and "I" mean the account holder identified on the Work Order who is authorized by MBC to access and use the Services.
- (k)** "Services" means any and all Services provided to me by MBC, which may include, but not limited to, Video Services, High Speed Data Services, and equipment-based Services.
- (l)** "Software and/or Firmware" means the computer software, if any, licensed by ISP to me to access the HSD Service or licensed by MBC to me to facilitate installation or use of my ISP's service or any other Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by any MBC Equipment.
- (m)** "Subscriber Agreement" means this Services Subscription Subscriber Agreement, as it may be amended from time to time by MBC.
- (n)** "Subscriber Materials" means the handbooks, manuals, and other guide materials provided by MBC or any third party regarding use of the Services.
- (o)** "Subscriber Privacy Notice" means the MBC Subscriber Privacy Notice, as it may be amended from time to time by MBC.
- (p)** "Terms of Use" shall mean all rules, terms, and conditions set forth in this Subscriber Agreement or otherwise established now or hereafter by MBC regarding permissible or impermissible uses of or activities related to its Services
- (q)** "Video Service(s)" means the video and/or audio programming Services packaged in tiers or levels such as basic, expanded, analog, digital, high-definition, movie, or premium services and services provided on a per-channel or per-program basis, pay-per-play, pay-per-view or VOD.
- (r)** "VOD" means video on demand.
- (s)** "Work Order" means the MBC work order provided to me in connection with the installation or commencement of my Services and including any maintenance, modifications, additions or deletions of Services, repairs, or termination after installation.

## 15. Indemnification

I agree to defend, indemnify, and hold harmless the MBC Parties and MBC Affiliated Providers from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of, or related in any way, to my use of the Services or otherwise arising out of the use of my account or any MBC Equipment or facilities in connection therewith.

## **16. Term**

This Subscriber Agreement will remain in effect until terminated by either party or superseded by a revised Subscriber Agreement or Terms of Use.

## **17. Interpretation; Severability**

This Subscriber Agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable license, contract, or franchise Subscriber Agreement between a governmental authority and MBC. In the event that any portion of this Subscriber Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Subscriber Agreement shall remain in full force and effect.

## **18. Consent to Electronic Notice**

I agree that unless otherwise specified, all notices, required or contemplated, hereunder will be provided by MBC by such means, as MBC shall determine in its discretion. Without limiting the foregoing, I agree that MBC may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to this Subscriber Agreement, the Terms of Use, pricing, the HSD Acceptable Use Policy, the Subscriber Privacy Notice or any other document, by electronic means (for example, e-mail or online posting). An online version of such documents, as so changed from time to time, will be accessible at [www.mbcokinawa.net](http://www.mbcokinawa.net) or another online location designated by MBC or can be obtained by calling my local MBC office.

## **19. Waiver**

I agree that failure by MBC to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

## **20. Assignment**

I understand that my Services are being provided only to the location identified on my Work Order and that I am not allowed to transfer all or any portion of the Services or MBC Equipment to any other person, entity, or location, including a new residence, without MBC's consent. I agree that I may not assign or transfer this Subscriber Agreement. MBC may transfer or assign any portion or all of this Subscriber Agreement at any time without notice to me, and I waive any such notice that may be required.

## **21. Effect of Applicable Law; Reservation of Rights**

This Subscriber Agreement, the Work Order, Subscriber Privacy Notice, HSD Acceptable Use Policies and Terms of Use are subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which I receive my Services. If any provision of this Subscriber Agreement, the Work Order, Subscriber Privacy Notice,

HSD Acceptable Use Policies, or Terms of Use contravene, or are in conflict with, any such law or regulation, or if I am entitled to more favorable rights under any such law or regulation than are set forth in any provision in this Subscriber Agreement, the Work Order, Subscriber Privacy Notice, HSD Acceptable Use Policy, or Terms of Use, then the terms of such law or regulation, or the rights to which I am entitled under such law or regulation, shall take priority over the relevant provision of such document. If the relevant law or regulation applies to some but not all of my Services, then such law or regulation will take priority over the relevant provision of such document only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in this Subscriber Agreement, nothing contained in this Subscriber Agreement shall constitute a waiver by me or MBC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance, or removal of the Services, facilities, or MBC Equipment.

## **22. Parental Control Device**

I acknowledge that I have been advised of the availability of MBC parental control features that can filter or block certain programming.