

# DOOR COUNTY BROADBAND, LLC PRIVACY POLICY

Last Updated: July 1, 2014

## **Introduction: What This Privacy Policy Covers**

Your privacy is important to Door County Broadband, LLC (“DCB”, “we” or “our”) and DCB is committed to protecting the privacy of and seek to provide a safe and secure experience for you. We developed this privacy policy (this “Policy”) so you know how we collect, use, disclose, transfer and store your information through the DCB Internet website (the “Site”) and any DCB services purchased by you (the “Services”). This Policy together with the Terms and Conditions and Acceptable Use Policy govern your use of the Site, any DCB Services and our collection and use of your information.

By accessing the Site or purchasing any of the DCB Services, you signify your acceptance of this Policy. Please read through this Policy to familiarize yourself with our privacy practices. If you disagree with the way we collect and process personal information, do not use the Site or any of the DCB Services.

## **I. Type of Information Collected.**

When you use the Site or register for the Services, we may collect a variety of information from you, which depending on the circumstances may include your name, mailing address, telephone number, primary and alternate e-mail addresses, billing and payment information, such as your credit card and billing address, birth date, education, occupation, income, marital status, ethnicity, gender and other household and demographic information. We may also collect information related to your use of the Site and the Services, such as: how often you visit the Site, how often you use the Services, how you navigate and conduct searches on the Site and your interaction with advertisements and other links contained within our Site.

We may also collect information which does not reveal your specific identity or does not directly relate to an individual, such as: browser information, software on your computer, mobile device or similar device, process type, IP address, operating system, navigational data, information collected through Cookies (as further described below), Web Beacons (as further described below) and other technologies, or through third parties using similar technologies.

**A. Cookies.** We use “cookies” to customize your experience with the Site and Services, and to store your information so you do not have to re-enter them each time you visit this Site or access the Services. When you access the Site, we may send one or more cookies – small text files containing a string of alphanumeric characters – to your computer. DCB may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the S. Persistent cookies can be removed. Please review your web browser “Help” file to learn the proper way to modify your cookie settings.

**B. Web Beacons.** We also use “web beacons” to collect information about your use of the Site, the websites of third parties, and the Services. Web Beacons are tiny graphic image files embedded in a web page or email that provide a presence on the web page or email and send back to its home server information from the user’s browser. The information collected by Web Beacons allows us to statistically monitor how many people are using the Site.

Although we reserve the right to monitor activity of the Site and Services, we will not intentionally disclose any private email messages or online communication between you and a third party, except in the following circumstances: (i) when we believe, in our sole discretion, you are acting in violation of our Terms and Conditions, our Acceptable Use Policy or any applicable law, rule or regulation; or (ii) to protect the integrity of the Services or the Internet community as a whole.

## **II. Use, Sharing and Disclosure of Your Information.**

### **A. How We Use Your Information.**

We use the information we collect in a variety of ways, including, but not limited to: (i) to operate and improve the Site and Services; (ii) to fulfill a transaction or request; (iii) for internal purposes, such as confirming and tracking your order, subscription or registration, and for billing purposes; (iv) to understand your use of the Site and Services; (v) to better tailor and target advertisements and content to you while you are on and off the Site; (vi) to communicate with you; (vii) to provide customer support services, (viii) to offer you products and services including offers from third parties; (ix) to conduct research; and (x) to develop research reporting for us, our affiliates and third party market research partners.

### **B. How We Share Your Information.**

We may share your information, including in some cases information that specifically identifies you such as your name, your email address, your physical address or telephone number (“personally identifiable information”), with our affiliates and trusted third party partners in the following ways: (i) to help operate the Site and Services; (ii) to facilitate fulfillment of a transaction or request; (iii) to serve you advertisements and to improve the effectiveness of targeted advertising; or (iv) to provide research reporting for us, our affiliates and third party partners.

Examples of third party partners include vendors who process credit cards payments, services providers who compile and analyze data collected by us, service providers who supplement or match information we have collected with information from other parties, market research companies, advertisers, call centers, and email support vendors. Upon entering into relationships with these third party partners, we implement reasonable contractual and technical protections to limit the use of your information, including your personally identifiable information, to the scope of the service. When we share or sell aggregated and unaggregated reporting information about the use of and users of the Site and Services (e.g., market research data), including search and URL information, to Affiliates and third party partners, we do not intentionally disclose personally identifiable information.

In addition, we may share information in the following circumstances: (i) without notice, to law enforcement or government agencies in response to subpoenas, court orders, or other legal process (including civil and criminal) or otherwise as required by law; (ii) in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, and situations involving potential threats to the physical safety of any person, or in cases where we believe the Terms and Conditions or Acceptable Use Policy are being violated; or (iii) in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all of DCB’s business, assets or membership units.

## **III. Links and Third Parties’ Privacy Practices.**

This Policy applies to the Site and Services only. When you visit websites to which we link, or if you click on third party advertisements that appear on our Site, you will be interacting with a third party that operates under its own privacy and security policies. For example, a third party website will have its own policy regarding the use of cookies and web beacons or collection of your information. If you choose to obtain products or services from such third parties, the data collected by the third party is governed by that third party’s privacy policy. We encourage you to review the privacy policies of any other website from whom you request products or services.

#### **IV. How We Keep Your Information Secure.**

We use secure socket layer (“SSL”) technology to protect your information. SSL encrypts your information as additional protection against the decoding of that information by anyone other than us. However, despite all reasonable security precautions and processes, such as password protection, encryption technology, and use of firewall technology, no data transmission over the Internet can be guaranteed to be one hundred percent (100%) secure. As a result, while we strive to protect all information we collect and process, we cannot guarantee or warrant the security of any information you transmit to or from our Site, and you do so at your own risk. Once we receive your transmission, we will take commercially reasonable precautions to protect its security on our systems.

Additionally, although DCB is committed to taking commercially reasonable precautions to protect the security of your information we store on our systems, it is your obligation to protect the privacy of information you send over the Internet or information you store on your computer. DCB does not warrant that any equipment or supplies provided by DCB in connection with your use of the Services will protect your home network from any cyber-attacks.

#### **V. Time Period That We Retain Information.**

We maintain personally identifiable information about you for as long as it is necessary for business purposes. This period of time may last as long as you are a subscriber to any Services and, if necessary, for additional time so that we can comply with tax, accounting and other legal requirements. When information is no longer needed for these purposes, it is our policy to destroy or anonymize it. Further, upon termination of the Services, DCB will maintain your ID address for a period of six (6) months.

#### **VI. Your Opt In and Opt Out Choices.**

If you are an subscriber to the Services, you may exercise your opt out option not to receive email marketing communications from DCB by: (i) clicking the links under communications preferences on the bottom of these email marketing communications or (ii) contacting DCB via telephone regarding your opt in or opt out choices. Your opt out choices will remain in effect until you change them. You cannot opt out of receiving administrative communications from DCB because they communicate information that affects your customer account.

#### **VII. Minors’ Use of the Services.**

DCB believes it is important for parents and guardians to participate in and monitor their children’s use of the Internet. DCB offers general audience Site and Services and these Site and Services are not intended for children under the age of thirteen (13). If we have actual knowledge that a user is under the age of thirteen (13), we require the parent or guardian to provide parental consent as required by the Children’s Online Privacy Protection Act (“COPPA”). DCB will not use or disclose personally identifiable information from children under thirteen (13) except as may be permitted under COPPA.

#### **VIII. Changes to the Privacy Policy.**

This Policy, the Terms and Conditions and Acceptable Use Policy may be changed at any time at the sole discretion of DCB. Your continued use of our Site or Services will signify your acceptance of the changes to this Policy. Notification of any changes to this Policy will be posted on the DCB home page and/or member start page.

If you have any questions about this Policy please contact us at:  
info@dcb.us.com