

Rincon Wireless Privacy Policy And Your California Privacy Rights

Effective Date: August 29, 2024

Rincon Wireless (“Rincon,” “us,” “we,” or “our”) values the privacy and security of customer Personal Information. This Privacy Policy describes the types of customer Personal Information collected, used, disclosed, retained, secured and disposed of by us.

This Privacy Policy applies to visitors and users of Rincon’s website, <https://rinconwireless.com/> (“Site”), and applicants, current and former residential and commercial/business customers of our high speed internet access services and VoIP services (individually, “Service” and collectively, “Services”) residing in the United States. All such visitors, users, applicants, current and former residential and commercial/business customers are collectively, “Customers” “you,” and “your.”

Any capitalized terms used herein shall have the same meaning as defined in the Rincon Service Agreements.

By using Rincon’s Site and Services, Customers consent to the data practices described in this Privacy Policy regarding the collection, use, disclosure, and disposal of your Personal Information. Rincon’s Site and Services are designed and targeted to United States audiences and are governed by and operated in accordance with the laws of the U.S. If Customer is not a U.S. citizen or does not reside in the U.S., Customer voluntarily consents to the collection, transfer, use, disclosure and retention of Customer Personal Information in the U.S. Customer also agrees to waive any claims that may arise under Customer’s own national laws.

Your California Privacy Rights Under the Shine The Light Act

Generally, California residents that have a business relationship with Rincon are entitled by the “Shine the Light Act” (“Act”) to ask for information identifying the categories of Personal Information that Rincon with our Affiliates and/or other third parties for their marketing purposes the preceding year, and provide contact information for such Affiliates and/or third parties **unless** Rincon meets certain exceptions in the Act. This Privacy Policy and Site meet those exceptions. Importantly, Rincon does not target or knowingly provide Services to California residents, nor does Rincon share Customer Personal Information with Affiliates or third parties for their own marketing purposes. If you are a person residing in California and you believe that you have an established business relationship with Rincon and have questions regarding our policy regarding the Act, you must send your questions via email or postal mail following the instructions below.

Rincon will not accept requests via the telephone or facsimile or respond to requests that are not labeled or sent properly, or do not have complete information.

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- For all requests, include Customer's full name, street address, city, state and zip code.
- If sent via email request, Customer must state **"Re: Your California Privacy Rights"** in the subject line and send Customer email to privacy@rinconwireless.com
- If sent via postal request, Customer must send a letter or post card to:
PO Box 790, Vail, AZ 85641
Attention: Your California Privacy Rights

1. GENERAL INFORMATION

When Customer uses the Service, the Personal Information Customer voluntarily sends and receives is transmitted over a wireless network, and may be subject to interception by unauthorized third parties. While it is Rincon's objective to take reasonable measures to reduce the risk that unauthorized third parties will intercept the information Customer sends and receives through the Service, Rincon cannot and does not make any guarantee that transmissions over the Internet are 100% secure or error-free.

Rincon does not knowingly collect, solicit or use Personal Information from anyone under the age of 13. If Customer is under age 13, please do not attempt to register for the Services or send any Personal Information about yourself to Rincon. If Rincon learns that Rincon has collected Personal Information from a child under age 13, Rincon will delete that information as quickly as possible to the extent technically feasible. If Customer believes that their child under age 13 may have provided Personal Information to Rincon, please contact Rincon at privacy@rinconwireless.com

2. WHAT TYPES OF INFORMATION DO WE COLLECT AND HOW DO WE USE THIS INFORMATION?

Generally, Personal Information is information Customer provides to Rincon voluntarily or passively through Customer's use of the Services and/or Site, that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. For the purposes of this Privacy Policy, we also define Personal Information to include such information related to our commercial/business Customers and their end users.

The following are the different ways and reasons we collect Customer Personal Information:

Registration process, billing, and administration: Customer name, email address, phone number (wireless and wireline), billing address and billing information (such as credit card account number or other financial account information), service address, and the nature of any of Customer devices or other property making use of the Service. We will also use this same

Personal Information for the installation, troubleshooting, maintenance of the Services, and servicing of equipment.

Social Network Platforms: Rincon has a social media presence on Facebook, Google Business, Yelp, and Nextdoor. Customers voluntarily view, sign up to follow, or otherwise engage with our social media at their own level of interest. Customers on our social media platforms are governed by the privacy policy of the specific platform. Rincon may obtain, transport or merge Personal Information posted publicly on social media platforms, however we will not share any such Personal Information with any third party, except as otherwise noted in this Privacy Policy. Occasionally, a Customer may enter their Rincon account identifying information on social media, sometimes to alert or inquire about service questions or service interruptions. In these cases, Rincon will engage with the Customer using direct messages or by directing them to our Site or support department. Rincon is not responsible for Personal Information that is publicly disclosed on social media platforms.

Some forms of information as described below will be classified as Personal Information if required by applicable law or when such information is directly associated with or reasonably linked to a specific person, computer or device, or is combined with other forms of Personal Information.

Website Information, Use of Cookies and other Similar Tracking Technology:

When you visit Rincon’s Site, Rincon will collect information on Rincon server logs from Customer’s browser or device, which may include Customer IP address, unique device identifier, “cookie” information, the type of browser and/or device you’re using to access the Service, and the page or feature Customer requested. “Cookies” and “web beacons” are text file identifiers Rincon transfers to Customer’s browser or device that allow Rincon to recognize Customer’s browser or device and tell Rincon how and when pages and features on the Rincon website are visited, by how many people, and other activity on the website. Customer can change the preferences on Customer’s browser or device to prevent or limit Customer’s device(s) acceptance of cookies, web beacons or other similar technology, but this may prevent Customer from taking advantage of some of the features on the Rincon website, or accessing certain functions and conveniences. If Customer clicks on a link to a third party website or service, such third party may also transmit cookies to Customer. Again, this Privacy Policy does not cover the use of cookies or other such tracking technology by any third parties, and Rincon is not responsible for their privacy policies and practices.

Rincon also uses Personal Information and Non-Personal Information to enhance the Rincon website and Rincon Service offerings. For example, such information can tell Rincon how often visitors use a particular feature of the Rincon website and which products and services are most

interesting to current and potential customers, and Rincon can use that knowledge to make the website useful and interesting to as many users as possible and to enhance and refine Rincon's Service offerings. Rincon will continue to conduct analytics on Rincon's website performance. Customer may not opt-out of this use of cookies or other Personal Information or Non-Personal Information.

Technology is improving every day and to improve Rincon's Services' operation and function Rincon may introduce new technologies and monitoring techniques without advance notice or consent from Customer. Rincon may also use third party providers to conduct such internal analyses.

Network Information: Rincon also collects Network Information, information about Customer access to, and use of, the Rincon Network, which may or may not be directly associated with or reasonably linked to a specific person, computer or device. For example, Rincon may collect information about the performance of the Rincon Equipment installed on Customer property or at Customer premises, when Customer is using the Service, the various devices Customer is using to access the Service, the amount of data Customer is transmitting and receiving, the content of the data Customer are transmitting and receiving, the websites Customer is visiting, and any other information that is transmitted over the Rincon Network.

Rincon may also aggregate Network Information from multiple customers and Rincon will share such aggregated Non-Personal information about the overall performance of the Rincon Service and the Rincon network with our Affiliates and other third parties. Aggregated information does not identify a specific individual, computer or device.

We use Network Information to monitor and enhance the performance of the Rincon network. Rincon will not monitor the content of the websites viewed or email communications as part of Rincon's standard network management.

Generally, Rincon will only monitor and preserve the following Network Information:

- When Customer is using the Service;
- How Customer is using the Service, such as monitoring traffic patterns regarding websites visited, amount of data being sent or received, or other activity;
- The amount of data Customer is transmitting and receiving through the Service; and
- General information regarding the performance of the Provider Equipment installed on Customer's property or at Customer's premises, and its interaction with the rest of Rincon's network.

However, Rincon reserves the right to, and may, monitor, access, review and preserve any Network Information and/or content in the following situations:

- In response to an inquiry from Customer or another Authorized User on Customer's account regarding Customer or their use of the Service or problems Customer or the Authorized User is experiencing using the Service;
- If Rincon has reason to believe Customer is using the Service in violation of Customer's Service Agreement or any applicable statutes, rules, ordinances or regulations;
- If Rincon has reason to believe Customer use of the Service is negatively affecting other Customers; or
- When Rincon is required by law or legal process to do so, or when Rincon in good faith believes that Rincon is required by law or legal process to do so.

3. IS PERSONAL INFORMATION USED FOR MARKETING AND ADVERTISING PURPOSES?

Rincon will use Customer Personal Information to send marketing and advertising messages related to our own Services and Site using Customer's email address, postal address, or telephone number (for voice, texts, automated and pre-recorded calls).

Rincon may deliver a marketing or advertising message based on Customer visits to Rincon website, which will be general advertising or "Contextual Advertising," which is advertising based on the subject matter or the content of the specific website page or subject matter.

Rincon may also send Customer "First Party Advertising," which is advertising or marketing that is customized or personalized based on a history of Customer's use of our Services (possibly combined with information from our Facebook fan page or other social network platforms). First Party Advertising is based solely on a combination of information Rincon collects from Customer – not from Customer's visits to other websites across the Internet. Rincon may use CPNI for its own First Party Advertising for products/services a Customer has already purchased. We will need your consent before using CPNI for marketing or advertising unrelated services. Customer may opt-out of First Party Advertising but not Contextual Advertising. No Personal Information is used to deliver Contextual Advertising; it automatically will appear based on the content or webpage Customer is viewing. And Customer may continue to receive general advertising if Customer opts-out of First Party Advertising, it will not be customized or personalized for Customer.

Rincon does not provide third party "Network Advertising," which is advertising based on Customer's overall Internet usage across different third party websites or online services.

Multiple third party websites and online services are involved in this tailored or personalized advertising process, in essence a “network” of advertising providers. Because Rincon does not provide network ads, Rincon does not recognize the “Do Not Track” settings on various Internet browsers. Rincon does not engage or allow third parties to track you across the Internet and across time for advertising purposes.

4. LINKS TO THIRD PARTY WEBSITES AND SERVICES

The Rincon Site and/or our Facebook Pages (or other social networking platforms) may contain a variety of content and functionality and may provide links to other third party websites or online services. Despite such links, this Privacy Policy applies only to Rincon and our Affiliates. The presence of a link does not constitute or imply Rincon’s endorsement, recommendation, or sponsorship of the content, goods, services, business or privacy practices on such websites or online services. Rincon encourages Customers to be aware and informed when Customers leave Rincon’s Site and Rincon’s Facebook Pages, or any other social networking platforms.

5. DO WE DISCLOSE CUSTOMER PERSONAL INFORMATION TO THIRD PARTIES?

Customer’s Personal Information will only be disclosed to third parties (including Rincon’s Affiliates) as listed in this Privacy Policy, and if Rincon has received your consent at the time Rincon collects your Personal Information or prior to the disclosure of any Personal Information. Rincon reserves the right to fully use, disclose and process any non-Personal Information collected from Customer in any manner as well as any information Customer makes public via Rincon Services or Site.

- **To Our Operational Service Providers:** Rincon and its Affiliates contract with other companies and people to perform tasks or services on Rincon’s behalf and need to share Customer Personal Information to provide products or services to Customers. For example, Rincon may use a payment processing company to receive and process Customer’s ACH or credit card transactions for Rincon, or Rincon may contract with third parties to assist Rincon in optimizing Rincon’s network. Unless Rincon tells Customer differently, Rincon does not grant its Operational Service Providers any right to use the Personal Information Rincon shares with them beyond what is necessary to assist Rincon.
- **For Business Transfers/Restructuring:** Rincon may choose to buy or sell assets, or Rincon may sell assets or be sold. In these types of transactions, customer Personal Information is typically one of the business assets that would be disclosed and transferred. Also, if Rincon (or Rincon’s assets) are acquired, or Rincon goes out of business, enters bankruptcy, or goes through some other change of control, including restructuring, re-organization or financing arrangements, Personal

Information could be one of the assets disclosed, transferred to or acquired by a third party.

- **For Protection of Rincon, and Our Affiliates, Employees, Operational Service Providers, Users and Customers and Public Safety:** Rincon reserves the right to access, read, preserve, and disclose any Personal Information Rincon has access to if Rincon believes doing so will implement and/or enforce the Service Agreement, Website Terms of Use Agreement, Privacy Policy or any legal document; protect our Network(s), website(s), and company assets; protect the interests, rights, property, and/or safety of Rincon or Our Affiliates, employees and officers/directors, Operational Service Providers, Resellers, Customers, agents, representatives, third party licensors or suppliers, or the general public.
- **When Required by Law or in Response to Legal Process:** Rincon reserves the right to access, read, preserve, and disclose any Personal Information when Rincon is required by law or legal process to do so, or if Rincon has a good faith belief that Rincon is required by law or legal process to do so.

6. HOW DO WE PROTECT CUSTOMER PERSONAL INFORMATION?

Rincon endeavors to protect the privacy of Customer's account and other Personal Information using reasonable administrative, technical and physical security measures. However, Rincon cannot and do(es) not guarantee complete security. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of Personal Information at any time.

Customer's account is protected by a User ID and password for Customer's privacy and security. It is Customer's responsibility to prevent unauthorized access to Customer's account and Personal Information by selecting and protecting Customer password and/or other sign-on mechanism appropriately and limiting access to Customer computer, tablet or device and browser by signing off after Customer has finished accessing Customer's account. Customer is required to notify us immediately if Customer's password or account has been disclosed to a person whose name does not appear on Customer's account, even if you have allowed such disclosure. Customer understands, acknowledges and agrees that Customer is solely responsible for any use of Rincon Services via Customer's username and password.

Additionally, if Customer contacts Rincon via Site, telephone or in person, Rincon will ask Customer for verification of Customer's identity and account.

Rincon will not send an email or text, nor should Customer respond to any email or text communications asking for any sensitive or confidential Personal Information, such as social

security number, bank account or credit card account number, or a driver's license number. If Customer receives an email or text requesting any such information from Rincon or someone that claims they are with Rincon or Our Affiliates please contact our Privacy Administrator immediately at privacy@rinconwireless.com For Rincon's IT Support Services as detailed in our Services Agreement, the code that allows Rincon to access Customer's computer desktop to help you resolve technical problems is limited only for that specific session. Rincon is not able to access Customer's Computer without Customer's knowledge, affirmative consent and involvement.

7. WHAT DISCLOSURE CHOICES DO CUSTOMERS HAVE?

Customer can always choose not to disclose Personal Information to Rincon; however, certain Personal Information is necessary for Rincon to provide the Service to Customer. Customer may opt out of sharing Personal Information with Our Affiliates only for marketing or advertising purposes, but not for business or operational purposes. Customer may opt out of email marketing and advertising from Rincon or its Affiliates using the "Unsubscribe" mechanism in each email. Before Rincon sends Customer a text for any reason, or sends Customer a pre-recorded call that contains advertising or marketing information, Rincon will secure Customer's prior written express consent, which can be given via a voice recording, email, text message, postal mail, or telephone key press. Non-telemarketing pre-recorded calls do not require Customer's prior express consent in writing, unless they are sent to a wireless device. Customer understands, acknowledges and agrees that such texts and pre-recorded telemarketing calls may be sent using an autodialer and are not conditioned on your purchase of the Service. Customer may opt out of receiving text messages any time by replying "STOP" or "UNSUBSCRIBE" to the text message. Customer may opt out of receiving pre-recorded calls by the opt-out instructions in the call. Customer can also request to be added to Rincon's company-specific Do Not Call list to opt-out of advertising and marketing calls of all types. However, Customer will continue to receive calls related to debt-collection and Customer's current Service. Customer may also opt-out of First Party Advertising, but not Contextual Advertising, as detailed in the "Use of Personal Information for Marketing or Advertising Purposes" section above. Customer may not opt out of Rincon's use of cookies or other similar technology, or use of Customer's Personal Information and Non-Personal Information for Rincon's internal analytics used to monitor activity on Rincon's website, measure Rincon's Service performance, or to operate and protect the Rincon Network.

8. WHAT PERSONAL INFORMATION CAN CUSTOMERS ACCESS, MODIFY AND/OR DELETE?

Generally, Customer may access the following Personal Information in Customer's account:

- Full name

- Username and password
- Email address
- Telephone number
- Billing and Service address
- Account and billing information

By contacting Rincon at privacy@rinconwireless.com, or through any online access portal and/or via telephone, Rincon may enable Customers to view, access and modify Customer account settings, and in some cases, edit or delete the Personal Information listed above. Rincon will retain historic email, billing and/or Service addresses for security and verification purposes and Customers may not delete such information even after the subscription expires or terminates.

Existing Customers may not delete any Personal Information because such information is necessary to provide and bill for the Services; Customers may only update or modify the following Personal Information:

- Full name
- Username and password
- Email address
- Telephone number
- Billing address
- Account and billing information

Rincon may use any aggregated data derived from Customer's Personal Information but not in a manner that would identify Customer personally. Rincon may also maintain Personal Information regarding Customer and Customer's use of the Service after Customer is no longer a Rincon customer as required by Rincon's business practices, by law, and/or tax reporting purposes. The information Customer can view, update, and delete may also change if required by law. If Customer has any questions about viewing or updating information Rincon has on file about Customer, please contact Rincon at privacy@rinconwireless.com

9. HOW LONG WILL WE RETAIN CUSTOMER PERSONAL INFORMATION?

We retain Personal Information for as long as needed or permitted given the purpose(s) for which it was obtained and consistent with applicable law.

The criteria used to determine our retention periods include:

- The length of time we have an ongoing relationship with you and provide the Services to you (for example, for as long as you have an account with us or keep using the Services);
- Whether there is a legal obligation to which we are subject (for example, certain laws require us to keep records of your transactions for a certain period before we can delete them); or
- Whether retention is advisable given our legal position (such as in regard to applicable statutes of limitations, litigation or regulatory investigations).

10. WILL THIS PRIVACY POLICY EVER CHANGE?

Yes, Rincon is constantly working to improve the Service, so Rincon will need to update this Privacy Policy from time to time as Rincon's business practices change and service offerings increase, and/or there are changes in local, state or federal laws. Rincon will also make stylistic, organizational and/or grammatical changes to present Rincon privacy practices in a user friendly easy to read manner. Rincon will alert Customers to any such changes by placing a notice on Rincon's Site and App with the effective date of the revised Privacy Policy, and/or by sending Customers an email, or by some other means to the extent required by law. Please note that if Customers have not provided Rincon with Customer's email address or Customer has not updated Customer contact information, those legal notices will still govern Customer use of the Service, and Customer is still responsible for reading and understanding all notices posted on Rincon's website. Customer's continued use of the Service or website after notice of any changes have been provided will indicate Customer's acceptance of such changes, except where further steps are required by applicable law.

Use of Customer's Personal Information is primarily governed by the Privacy Policy in effect at the time Customer subscribed to the Service or visited the Rincon website. If Rincon elects to use or to disclose Personal Information that identifies [Customer?] as an individual in a manner that is materially different than that stated in the Privacy Policy in effect at the time you subscribed to the Service or visited the Rincon Site, Rincon will provide Customer with an opportunity to consent to such use or disclosure. Depending on the circumstances, that consent may include an opt-out.

11. WHAT IF YOU HAVE QUESTIONS OR COMMENTS ABOUT THIS PRIVACY POLICY?

If you have any questions or concerns regarding Rincon's privacy practices and policies, please contact Rincon at privacy@rinconwireless.com or 520-477-6301.

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