

## **Privacy Policy and Other Terms**

The customer hereby acknowledges receipt of privacy notification. No person shall intercept or receive or attempt to intercept or receive or assist in intercepting or receiving any telecommunication services offered by OEConnect (hereafter "OEC"). This includes the manufacture and/or distribution of equipment intended for unauthorized reception of telecommunication services. Any person who willfully violates Section 633 shall be subject to fines of not more than \$1,000.00 or imprisoned for no more than six (6) months, or both. Violations for commercial advantage or private financial gain shall be subject to fines of not more than \$50,000.00 or imprisoned for not more than two (2) years or both for the first offense. Any subsequent offense shall be fined not more than \$100,000.00 or imprisoned for not more than five (5) years or both. All services are offered and billed on a monthly subscription basis from OEConnect, at PO Box 128, 3192 Co. Hwy. 11, Hartwick, NY 13348. Authorized representatives of OEC, have the right and authority to inspect OEC properties, fiber, pole attachments, and devices inside and outside of the home or business with prior notification, except in the case of emergency, under reasonable conditions.

### **Privacy Notification**

We are required to inform you, as a subscriber to internet and phone services provided by OEConnect, of the following matters.

1. **COLLECTION.** We are required to inform you of the nature of personally identifiable subscriber information that we collect and of the nature of the use we make of such information. Generally, we are permitted to collect and use only the information needed for the business of providing internet and phone (VOIP) services to subscribers and to detect unauthorized reception or download of communications or information. In order that we may continue to provide reliable, high-quality service and maintain adequate records, we keep regular business records that contain your name, address, email address, telephone number, social security number, and other such personally identifiable information. Such records include billing, payment, deposit, complaint and service records, records of information you have furnished to us, such as the location and number of modems and wifi extenders connected to our system and the service options you have chosen. We use this information to sell, maintain, disconnect and reconnect services: to make sure that you are being billed properly for the services you receive; to maintain financial, accounting, tax, service and property records including records required by the terms of our franchise; to comply with law; and for the purposes described below.

2. **DISCLOSURE.** We are required to inform you of the nature, frequency, and purpose of any disclosure which may be made of personally identifiable customer information, including an identification of the types of persons to whom the disclosure may be made. Privacy law allows us to collect personally identifiable information and to disclose it to a third party only (a) if you consent in advance in writing or electronically; (b) if disclosure is necessary to render internet service and other services we provide to you and related business activities; (c) if disclosure to a non-governmental entity is required pursuant to a court order; (d) under the amendments by the Patriot Act, to governmental entities for Electronic Communications Privacy Act authorized disclosures, or otherwise pursuant to the strictures applicable to criminal investigations of customers. We may disclose personally identifiable information to

employees, agents and contractors to install, market, provide and audit internet and phone service on each occasion access is needed for the specific job at hand. We may release our customer list for internet-related marketing purposes, but you have the right to opt out of said release or sharing agreement if you choose to do so. Access for these purposes is routine and does not occur with any specific frequency. Further, we may make our subscriber list available each month to an independent billing house to send bills; to mailing services and programmers each month for sending program guides; to programmers and outside auditors to check our records whenever such checks are required, which occurs irregularly; to attorneys and accountants on a continuous basis as necessary to render service to the company; to potential purchasers in connection with a system sale which occurs only at the time such sale is contemplated and to collection services if required to collect past due bills at such time with reasonable precautions taken against unauthorized access, use, and disclosure. However, we cannot guarantee that these precautions will prevent every unauthorized attempt to access, use, or disclose your personally identifiable information.

3. **RETENTION.** We are required to inform you concerning the period during which we will retain customer information. We destroy customer information that is no longer necessary for the purpose for which it was collected unless there is a legitimate request or order to inspect the information still outstanding. Most, if not all personally identifiable information is retained so long as you are a customer and for such time thereafter as may be necessary to the conduct of our business.

4. **BILLING.** In the instance of a billing dispute, customers must notify us within 30 days of the bill issue date. If you do not dispute any charges listed on that statement you will be deemed to have waived any rights to contest such charges. All subscriptions are based on a 30-day bill cycle.

5. **CUSTOMER RIGHTS.** As described above, certain laws establish your rights as a customer and the limits upon the internet and phone operator with respect to the collection and disclosure of customer information. You have the right to inspect our records that contain information about you and to correct any error in such information. If you wish to inspect the records at our office pertaining to you, please contact us at the OEConnect business office at the address shown above, during regular business hours Monday through Friday 9:00 am to 4:00 pm.

6. **ADDITIONAL INFORMATION FOR OUR TELEPHONE CUSTOMERS:** Section 222 of the Federal Communications Act provides additional privacy protections for “customer proprietary network information,” also known as “CPNI.” CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service, that we receive solely as a result of our provision of telephone service to you. In particular, this includes information contained in our invoices pertaining to telephone service (other than your name, address and phone number), and the details of who you call and who calls you. For your protection, we will not disclose your call detail records over the phone to an inbound caller, and we require the use of a password to log into accounts where you can view your call detail information online. We use and disclose CPNI only in very limited circumstances as described below, and our policy is more protective of your privacy than is required by law. We only will use, disclose, or permit

access to CPNI to inform you of the availability and terms of our services and to provide you with the services to which you subscribe, including for use in directories; to bill and collect for communications services; to protect our rights or property, or to protect users or other carriers or service providers from fraudulent, abusive or unlawful use of, or subscription to, such service; to provide inside wiring installation, maintenance, or repair services; as required by law; or as expressly authorized by the customer.

If you have any questions, please contact us at 607.293.6622 or by email at [info@oeconnect.coop](mailto:info@oeconnect.coop). More information is available in our website at [www.oeconnect.coop](http://www.oeconnect.coop) which you can access at any time.