



## **CPNI (Customer Proprietary Network Information)**

### **I. Overview; Definition of CPNI**

Federal law gives Fusion's\*\* customers the right, and Fusion the duty, to protect the confidentiality of certain types of customer information. This customer information, referred to as customer proprietary network information ("**CPNI**"), includes most information that Fusion collects about a customer because of the customer's purchase of telecommunications services from Fusion and includes:

- information about the types of telecommunications service(s) a customer buys, such as the technical configuration, destination and location of the service(s) the customer purchases from Fusion, such as design layout reports, service addresses, originating and terminating locations, circuit speed and capacity;
- information about the quantity of telecommunications services the customer purchases from Fusion, such as the number of lines, circuits, calls, minutes, or the amount of equipment, subscribed to by the customer;
- information about the customer's usage of telecommunications services, including numbers called, calls received, and optional features utilized; and
- information contained in a bill sent to the customer by Fusion pertaining to telephone exchange service(s) or telephone toll service(s) received by the customer.

Under federal law, CPNI does not include directory information such as a customer's name, address, phone number, or primary advertising classifications, nor does CPNI include information about non-telecom services, such as equipment or Internet access services.

### **II. Use and Disclosure of CPNI.**

Fusion may use a customer's CPNI, without the customer's authorization, to tailor its products and services to the particular needs of the customer and to enhance Fusion's ability to meet that customer's communications service needs. Fusion and its agents may also use and disclose a customer's CPNI, without the customer's authorization, to provision, bill and collect for telecommunications services provided, and Fusion may share a customer's CPNI with Fusion affiliates that provide a service offering to that customer. Fusion may also use a customer's CPNI, without the customer's authorization, to market service offerings to the customer that are within the same category of service to which the customer subscribes. Lastly, Fusion may use, disclose, or permit access to a customer's CPNI to protect its rights or property, or to protect Fusion customers and other telecommunications carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

### **III. Restricting Fusion’s Use of CPNI.**

Each customer has the right to “opt-out” and restrict Fusion’s use, disclosure, or permission of access to such customer’s CPNI for Fusion’s marketing of service offerings outside of the category of service to which the customer currently subscribes. A customer’s decision to restrict use of its CPNI is free of charge and will not affect the level of service that it receives from Fusion. If a customer wishes to restrict Fusion’s use of the customer’s CPNI, it may do so by taking any one of the following steps:

1. Contact a Fusion customer service representative at the customer service phone number referenced on Fusion’s bill or by calling **1-888-772-4724**; or
2. Sign into Fusion account portal and modify its authorizations.

If a customer does not restrict Fusion’s use of the customer’s CPNI, Fusion can use that information for the purposes described herein.

However, even if a customer elects to restrict Fusion’s use of the customer’s CPNI, that customer may still receive marketing materials from Fusion so long as those marketing materials were developed without reliance on that customer’s CPNI. If a customer decides to restrict Fusion’s use of the customer’s CPNI, Fusion may still use that CPNI to talk to the customer about those products and services if the customer directly contacts Fusion to discuss the matter. A customer’s CPNI will not be disclosed to unrelated third parties without the customer’s approval.

### **IV. How Fusion Authenticates Accounts**

Fusion takes reasonable measures to discover and protect against unauthorized access to a customer’s CPNI. As part of this process, Fusion authenticates a customer prior to disclosing its CPNI based on customer-initiated telephone contact, online account access, and/or Fusion portal access in accordance with applicable rules of the Federal Communications Commission (the “**FCC**”).

### **V. Notification of CPNI Security Breaches.**

Fusion will notify law enforcement of a breach of its customers’ CPNI as soon as practicable, but no later than seven (7) business days after reasonably determining there was a breach. Due to the FCC’s CPNI security breach rules, Fusion generally may not notify the affected customers or disclose the breach to the public until eight (8) business days after notification to the required federal agencies, the United States Secret Service and the Federal Bureau of Investigation (except in circumstances where the relevant investigating agency determines that public disclosure or notice to affected customers would impede or compromise an ongoing or potential criminal investigation or national security, in which event such agency may direct Fusion to delay disclosing or notifying for an initial period of up to thirty (30) days). Such period may also be extended by the agency as reasonably necessary in the judgment of that agency.

\*\* For purposes of this policy, “**Fusion**” means Fusion Connect, Inc. and each of its direct and indirect subsidiaries.