



## **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 or interconnected VoIP services from Fusion and includes:

- information about the types of services a customer buys, such as the categories of service (i.e., local and long distance), features (e.g., call waiting, call forwarding), technical configuration, design layout reports, or service speed and capacity;
- information about the location or destination of a customer's services, such as a customer's service address(es) or the originating and terminating locations of a customer's circuit(s);
- information about the quantity of services the customer purchases from Fusion, such as the number of lines, circuits, calls, or minutes of use;
- information about the customer's use of services, such as the numbers called, the numbers from which calls are received, the length of individual calls, the time of day during which a service is used; and
- information contained in a bill sent to the customer by Fusion pertaining to 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 or non-interconnected VoIP 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 service and bill and collect for 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 carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

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

Protecting the confidentiality of your CPNI is your right and Fusion's duty under federal law. As a Fusion customer, you can restrict the use of your CPNI even within Fusion. However, the Fusion companies that provide telecommunications and interconnected VoIP services may want to share your CPNI with other Fusion subsidiaries for marketing purposes, including using that information to offer you additional products and services tailored to your needs.

To allow Fusion to use your CPNI, no further action is required. Under no circumstances will Fusion and its authorized agents sell, trade or share your CPNI with anyone other than another Fusion subsidiary or an authorized agent of Fusion, unless required by law. If, at any time, you would prefer that Fusion not use your CPNI to offer you additional products and services outside of the category(ies) of service to which you currently subscribe, you may go to the Fusion website at: <http://www.fusionconnect.com/CPNIoptout>, where you can complete and submit a CPNI Opt-Out Request. Any CPNI Opt-Out Request submitted will not affect Fusion's provision of any services provided to you.

Please note that 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.