



## **BROADBAND PRIVACY POLICY AND YOUR CALIFORNIA PRIVACY RIGHTS EFFECTIVE DATE: APRIL 2020**

SURF AIR WIRELESS dba SURF INTERNET, (“Surf Internet” “we,” “our,” or “us”) understands that Customers care about how their personally identifiable information (“Personal Information”) is used and shared, and Surf Internet takes Customers’ privacy seriously. Please read the following to learn more about Surf Internets Privacy Policy. By using the Service (as defined in the Surf Internet Agreement for Residential Services) or accessing the Surf Internet website.

In any manner, Customer understands, acknowledges and agrees that Customer accepts the practices and policies outlined in this Privacy Policy, and Customer hereby consents that Surf Internet will collect, use, and share Customer’s Personal Information in the following ways.

Remember that Customer’s use of the Service is at all times subject to the Surf Internet Agreement for Residential Services (“Service Agreement”) (available at: <http://surfinternet.com>) which incorporates this Privacy Policy by reference. Customer’s use of the Surf Internet is at all times subject to the Surf Internet Terms of Use. Any capitalized terms not defined in this Privacy Policy will have the same meaning as defined in Service Agreement and the Surf Internet Website Terms of Use.

Surf Internet Services are designed and targeted to U.S. 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.

When Customer uses the Service, the Personal Information (as defined below). Customer sends and receives is transmitted over a fiber network or another transmission standard that may be subject to interception by unauthorized third parties who seek to do you harm. While it is Surf Internets objective to take reasonable measures to reduce the risk that unauthorized third parties will be able to intercept the information Customer sends and receives through the Service, Surf Internet cannot and does not make any guarantee that transmissions over the Internet are 100% secure or error-free.

Surf Internet recommends that you use caution when sending any Personal Information over the Internet and use encryption technology whenever possible, such as websites that have the “https” designation in the website’s address bar and show a padlock icon in the browser’s window.

Surf Internet does not knowingly collect, solicit or use Personal Information from anyone under the age of 13. If Customer is under 13, please do not attempt to register for the Services or send any Personal Information about yourself to Surf Internet. If Surf Internet learns that Surf Internet has collected Personal Information from a child under age 13, Surf Internet will delete that information as quickly as possible to the extent technically feasible. If Customer believes that its child under 13 may have provided Surf Internet Personal Information, please contact Surf Internet at [support@surfinternet.com](mailto:support@surfinternet.com).

## Your California Privacy Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask Surf Internet for a notice identifying the categories of Personal Information which Surf Internet shares (if Personal Information is shared) with its Affiliates and/or other third parties for their marketing purposes, and providing contact information for such Affiliates and/or third parties unless Surf Internet meets certain exceptions in the law. This Privacy Policy qualifies for the exception to those requirements. If Customer resides in California and Customer has an established business relationship with Surf Internet, Customer may request information about Surf Internets opt-out and out-in policies of sharing Customer Personal Information with other companies (including our Affiliates) for their marketing purposes.

Please send Customer's written request via email or postal mail following the instructions below. Surf Internet will not accept requests via the telephone or facsimile. Surf Internet will not respond to requests that are not labeled or sent properly, or do not have complete information.

- For all requests, include Customer's full name, street address, city, state and zip code.
- In an email request, Customer must state "Re: Your California Privacy Rights" in the subject line and send Customer email to [support@Surfinternet.com](mailto:support@Surfinternet.com)
- In a postal request, Customer must send a letter or postcard to:  
Surf Internet  
PO Box 1401  
LaPorte, IN 46352  
Attention: Your California Privacy Rights

## What types of information does this Privacy Policy cover?

Surf Internet collects various types of information about Customers and Customers' use of the Service via the Surf Internet Website, Help Desk and call centers, postal mail, remote kiosks, the Surf Internet Facebook Page or other social network platforms or by other means, generally classified as Personal Information and Non-Personal Information.

Generally, the Customer will be required to provide certain information to Surf Internet and Surf Internet will collect and use Personal Information in connection with providing the Service to Customer, including to personalize, evaluate, enhance and improve the Service and our ability to provide the Service to Customer, to contact Customer, to respond to and fulfill Customer requests regarding the Service, to troubleshoot, and to analyze how Customer uses the Service.

Surf Internet May share Your Personal Information with its Affiliates and with other third parties business and operational reasons as described below:

## **What Information does Surf Internet collect and how do we use this Information?**

### **Personal Information**

Personal Information is the information Customer provides to Surf Internet voluntarily or passively through Customer's use of the Service and/or Surf Internet Website, and which is directly associated with or reasonably linked to a specific person, computer or device.

For example, through the registration process, when the equipment to provide the Service is installed, maintained or upgraded at Customer's premises, when Customer contacts Surf Internet regarding the Service, and through Customer account settings, Surf Internet may collect traditional Personal Information such as Customer name, email address, phone number, date of birth, billing address and service address. IP address and other persistent device identifiers such as cookies, plus the nature of any of Customer devices or other personal property making use of the Service, web-browsing or app usage history are traditionally classified as Non-Personal Information but could be classified as Personal Information when such information is either 1) linked to a specific person, computer or device; 2) is required by applicable law to be classified as Personal Information; or 3) is combined with other Personal Information. We use such Personal Information to provide, enhance and/or customize Our Service and communications with you. We may also collect and use additional Personal Information that is deemed to be sensitive for billing, collection and identity verification purposes, such as credit card account number or other financial account information, Social Security Number, EIN Number, and driver's license information. Another type of Sensitive Personal Information we may collect and use for delivering and customizing the Service and/or troubleshooting is a Customer's specific geographic location.

Surf Internet will communicate with Customer if Customer has provided Surf Internet the means to do so. For example, if Customer has given Surf Internet Customer's email address or phone number, Surf Internet will email or call Customer about Customer use of the Service or product improvements or upgrades, and other transactional information about Customer Service.

Surf Internet may also combine Customer Personal Information with additional Personal Information obtained from Surf Internet Facebook Pages or other social network platforms, its Affiliates, its Operational Service Providers (third party owned companies that provide or perform services on Surf Internet behalf, to help serve Customer better and to perform functions in order to support Surf Internet businesses and operations), or other companies, such as credit bureaus, background check firms, and marketing research companies.

Some forms of Non-Personal 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.

## **Non-Personal Information**

Surf Internets Website Information, Use of Cookies and other Similar Tracking Technology.

When you visit the Surf Internet Website, we will collect various types of Non-Personal Information, such as information on Surf Internet server logs from Customer's browser or device, which may also include the type of browser and/or device you're using to access the Service, and the page or feature Customer requested, in addition to IP Address and other persistent device identifiers like cookies. Cookies are text file identifiers Surf Internet transfers to Customer's browser or device that allow Surf Internet, with web beacons (also known as pixel tags, web bugs, or clear GIFs are small objects or images embedded in a web page or email) to recognize Customer's browser or device and tell Surf Internet how and when pages and features on the Surf Internet Website are visited, by how many people, and other activity on the Surf Internets' Website. Cookies alone do not contain Personal Information unless you or a third party gives us Personal Information which may be linked to the data in the cookie. For example, we may use a cookie to remember your password and user ID when accessing your profile on the Surf Internet Website.

A Customer can change the preferences on Customer's browser or device to prevent or limit Customer device's acceptance of cookies or other similar technology, but this may prevent Customer from taking advantage of some of the features on the Surf Internet Website, or accessing certain functions and conveniences like bill payment or easy access to your profile. If Customer clicks on a link to a third party website or service, such third parties may also transmit cookies to customers. Again, this Privacy Policy does not cover the use of cookies or other such tracking technology by any third parties, and Surf Internet is not responsible for their privacy policies and practices.

## **Additional Uses of Personal Information and Non-Personal Information**

Surf Internet also uses Personal Information and Non-Personal Information to enhance and customize the Surf Internet Website and Surf Internet' Service offerings. For example, such information can tell Surf Internet how often visitors use a particular feature of the Surf Internet Website and which products and services are most interesting to current and potential customers, and Surf Internet can use that knowledge to make the Surf Internet Website useful and interesting to as many users as possible and to enhance and refine Surf Internets Service offerings. Surf Internet will continue to conduct analytics on Surf Internet website. 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 Surf Internet Services, operation and function, Surf Internet may introduce new technologies and monitoring techniques without advance notice or consent from Customer. Surf Internet may also use third party providers to conduct such monitoring and internal analyses.

## Network Information

Surf Internet also collects Network Information, information about Customer access to, and use of, the Surf Internet Network, which may or may not be directly associated with or reasonably linked to a specific person, computer or device. For example, Surf Internet may collect information about the performance of the Provider 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 Surf Internet Network. Surf Internet may also aggregate Network Information from multiple subscribers and Surf Internet Will share such aggregated Non-Personal information about the overall performance of the Surf Internet Service and network with other third parties. Aggregated information does not identify a specific individual, computer or device.

We use Network Information to monitor, enhance and customize the performance of the Surf Internet Network. Surf Internet will not monitor the content of the websites viewed or email communications as part of Surf Internets standard network management. Generally, Surf Internet 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 the Surf Internet network. However, Surf Internet 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 an another Authorized User on Customer's account regarding Customer or his/her use of the Service or problems Customer or they are experiencing using the Service;
  - If Surf Internet 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 Surf Internet has reason to believe Customer's use of the Service is negatively affecting other Customers;  
or
  - When Surf Internet is required by law or legal process to do so, or when Surf Internet a good faith belief that Surf Internet is required by law or legal process to do so.

## **How is Personal Information used for marketing and advertising purposes?**

Surf Internet will use Personal Information to send Customer marketing and advertising messages related to Surf Internets Service and the Surf Internet Website using Customer's email address, postal address, telephone number (for voice, texts, and pre-recorded calls), and/or IP Address. Surf Internet may deliver a marketing or advertising message based on Customer visits to the Surf Internet 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. Surf Internet may also send Customer "First Party Advertising," which is advertising that is customized or personalized based on a history of Customer's use of our Service (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 Surf Internet Collected from Customer – not from Customer's visits to other websites across the Internet.

Customers may opt-out of First Party Advertising but not Contextual Advertising. No traditional 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 Customers.

Surf Internet 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 Surf Internet does not provide network ads, Surf Internet does not recognize the "Do Not Track" settings on various Internet browsers. Surf Internet Does not engage or allow third parties to track you across the Internet and across time for advertising purposes.

## **Links to other websites or online services**

The Surf Internet Website and/or 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 Surf Internet. The presence of a link does not constitute or imply Surf Internets endorsement, recommendation, or sponsorship of the content, goods, services, business or privacy practices on such websites or online services. Surf Internet encourages Customers to be aware and informed when Customers leave Surf Internet website and Facebook Pages, or any other social networking platforms.

## Will Surf Internet share Customer Personal Information?

Customer's Personal Information will only be disclosed to third parties as listed in this Privacy Policy, if Surf Internet has received your consent at the time Surf Internet will collect your Personal Information, prior to the disclosure of any Personal Information, or if required by law or due process. Surf Internet 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 Surf Internet Services or Surf Internet Website.

Surf Internet will not rent, sell, nor disclose Personal Information to anyone not related to Surf Internet for marketing or promotional purposes, unless Surf Broadband Solutions changes ownership via a sale, merger or a corporate restructuring. (See "For Business Transfers" below for more information.) Surf Internet will share Customer Personal Information with other third parties as described in this section for the following reasons:

- To Our Affiliates. Surf Internet may rely on various Affiliates in order to provide the Service to Customers. These are companies that are related to Surf Internet by common ownership or control. Surf Internet may share Personal Information and Non-Personal Information with any of its Affiliates for business, operational, promotional and/or marketing and advertising purposes.
- To Operational Service Providers: Surf Internet and its Affiliates contract with other companies and people to perform tasks or services on Surf Internets' behalf and need to share Customer Personal Information to provide products or services to Customers. For example, Surf Internet' may use a payment processing company to receive and process Customer's ACH or credit card transactions for Surf Internet. Surf Internet may contract with third parties to assist Surf Internet in optimizing Surf Internets' network. Unless Surf Internet tells Customer differently, Surf Internet does not grant its Operational Service Providers any right to use the Personal Information Surf Internet shares with them beyond what is necessary to assist Surf Internet.
- For Business Transfers/Restructuring: Surf Internet May choose to buy or sell assets, or Surf Internet 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 Surf Internet (or Surf Internets' assets) are acquired, or Surf Internet Goes out of business, enters bankruptcy, or goes through some other change of control, including restructuring, reorganization or financing arrangements, Personal Information would be one of the assets disclosed, transferred to or acquired by a third party.
- For Protection of Surf Internet, and Our Affiliates, Employees, Operational Service Providers, Users and Subscribers and Public Safety: Surf Internet reserves the right to access, read, preserve, and disclose any Personal Information Surf Internet Has access to if Surf Internet believes doing so will implement and/or enforce our Service Agreement, Surf Internet Website Terms of Use Agreement, Privacy Policy or any legal document; protect our Network(s), Surf Internet Website(s), and company assets; protect the interests, rights, property, and/or safety of the Surf Internet or our Affiliates, employees and officers/directors, shareholders, Operational Service Providers, Users and Subscribers, agents, representatives, third party licensors or suppliers, or the general public.

- When Required by Law or in Response to Legal Process: Surf Internet Reserves the right to access, read, preserve, and disclose any Personal Information to which Surf Internet has access if Surf Internet is required by law, regulation or legal process to do so, or if Surf Internet Has a good faith belief that Surf Internet is required by law, regulation or legal process to do so.

## **Is Customer Personal Information secure?**

Surf Internet endeavors to protect the privacy of Customer's account and other Personal Information Surf Internet holds in its records using reasonable administrative, technical and physical security measures. However, Surf Internet cannot and will 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 password for Customer privacy and security. It is Customer's responsibility to prevent unauthorized access to Customer's account and Personal Information by selecting and protecting Customer's 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 Surf Internet Services via Customer's username and password.

Additionally, if Customer contacts Surf Internet, we will ask Customer for verification of Customer's identification and account. Surf Internet 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 Surf Internet or someone that claims they are with Surf Internet please contact our Privacy Administrator immediately: [support@surfinternet.com](mailto:support@surfinternet.com).

For Surf Internets IT Support Services as detailed in our Service Agreement, the code that allows Surf Internet to access Customer's computer desktop to help you resolve technical problems are limited only for that specific session. Surf Internet is not able to access Customer's Computer without Customer's knowledge, affirmative consent and involvement for technical support or troubleshooting.



## 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; and
- Billing and Service address
- Account and billing information

By contacting Surf Internet at [support@Surfinternet.com](mailto:support@Surfinternet.com), or any other online access Surf Internet may create to enable Customers to view and modify Customer account settings, Customer may access, and, in some cases, edit or delete the Personal Information listed above. For example, Surf Internet may retain historic email, billing and/or Service addresses for security and verification purposes. Customer may not delete such information.

When Customer updates Personal Information, however, we may maintain a copy of the unrevised information in Surf Internet Records for internal security reasons and record-keeping. Some information may remain in Surf Internets records after it is modified, amended or deleted by Customer or Surf Internet. Surf Internet may use any aggregated data derived from or incorporating Customer's Personal Information after Customer updates or deletes it, but not in a manner that would identify Customer personally. Surf Internet may also maintain Personal Information regarding Customer and Customer's use of the Service after Customer is no longer an Surf Internet Customer as required by Surf Internets' business practices, by law, and/or tax reporting purposes.

The information Customer can view, update, and delete may also change. If Customer has any questions about viewing or updating information Surf Internet has on file about Customer, please contact Surf Internet at [support@surfinternet.com](mailto:support@surfinternet.com).

## What third party disclosure choices do Customers have?

Customers can always choose not to disclose Personal Information to Surf Internet; however, certain Personal Information is necessary for Surf Internet to provide the Service to Customer. Customer may not opt out of sharing Personal Information for business or operational purposes but may opt-out of any sharing for marketing or advertising purposes.

Customers may opt out of email marketing and advertising from Surf Internet or its Affiliates using the "Unsubscribe" mechanism in each email. Before Surf sends Customers a text or a pre-recorded or artificial voice call that contains advertising or marketing information, Surf Internet 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/artificial voice calls (including texts) to a wireless device or a wireline residential phone using an autodialer only require a Customer's prior express consent). Customers understand, acknowledge and agree that such texts and pre-recorded/artificial telemarketing calls may be sent using an autodialer and are not conditioned on your purchase of the Service. Customers may opt out of receiving text messages any time by replying "STOP" or "UNSUBSCRIBE" to the text message.

Customers may opt out of receiving pre-recorded/artificial voice calls by the opt-out instructions in the call. Customer can also request to be added to Surf Internets' company-specific Do Not Call list to opt-out of advertising and marketing calls of all types. However, Customers will continue to receive calls related to debt-collection and Customer's current Service. Customers 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 Surf Internets' use of cookies or other similar technology, or use of Customer's Personal Information and Non-Personal Information for Surf's internal analytics used to monitor activity on the Surf Internet Website, measure Surf Internet service performance, or to operate and protect the Surf Internet Network.

## **Will this Privacy Policy ever change?**

Yes, Surf is constantly working to improve the Service, so Surf Internet will need to update this Privacy Policy from time to time as Surf Internets business practices change and service offerings increase, and/or there are changes in local, state or federal laws. Additionally, Surf will also make stylistic, organizational and/or grammatical changes to present Surf Internet privacy practices in a user friendly easy to read manner. Surf Internet will alert Customers to any such changes by placing a notice on the Surf Internet Website 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 Surf Internet 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 the Surf Internet Website. Customer's continued use of the Service or the Surf Internet 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 Surf Internet Website. If Surf elects to use or to disclose Personal Information that identifies Surf Internet 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 Surf Internet Website, Surf Internet will provide Customer with an opportunity to consent to such use or disclosure. Depending on the circumstances, that consent may include an opt-out.

## **What if you have questions or comments about this Privacy Policy?**

If you have any questions or concerns regarding Surf Internet privacy practices and policies, please contact Surf at [support@surfinternet.com](mailto:support@surfinternet.com)