

## PRIVACY POLICY

1. **POLICY DESCRIPTION.** This Privacy Policy governs how DQE collects, protects and disseminates information that you create using the Services, or that DQE creates relating to our use of Services and your account. This Privacy Policy also covers any information collected or provided in your use of DQE's online resources, including its website ([www.dqe.com](http://www.dqe.com)) and the DQE Customer Contact Center (CCC).
2. **CUSTOMER INFORMATION.** To maintain service quality, enhance security, and comply with legal requirements, DQE collects certain information from its customers and visitors to its website. This section outlines the types of data collected and its intended use.
  - A. **Types of Information Collected.** DQE may collect the following types of customer data:
    - i) **Personal Identifiable Information (PII):** Includes name, address, phone number, email, payment details, and account credentials.
    - ii) **Device and Network Usage Data:** Information related to device identifiers (e.g., IP address, MAC address), service usage patterns, bandwidth consumption, and call or message logs.
    - iii) **Location Data:** Approximate or precise location information based on network signals, GPS, or Wi-Fi access points, where permitted by law.
    - iv) **Customer Communications:** Records of interactions with customer support, complaints, service requests, and feedback submissions.
    - v) **Regulatory and Security Data:** Information required for fraud prevention, cybersecurity protection, and compliance with government regulations.
  - B. **Use of Collected Information.** The collected information is used for:
    - i) Providing and maintaining services (e.g., billing, troubleshooting, and account management).
    - ii) Enhancing network security and detecting fraudulent activity.
    - iii) Improving service quality through analytics and user feedback.
    - iv) Compliance with legal obligations and law enforcement requests.
    - v) Marketing communications, subject to customer consent.
  - C. **Retention of Date Information.** The collected information is stored for only as long as is necessary for DQE to provide the Services, to operate our business, and to comply with all applicable laws.
  - D. **Sharing with Third Parties.** DQE may share your information with third parties (including contractors and service providers) as necessary to engage those parties to help us provide Services to you, and with affiliates and professional advisors as necessary to conduct our business. All such parties will be contractually or professionally obligated to keep the information confidential and to use only for the necessary business purpose. We will protect your PII under DQE's CPNI Policy.

- E. **Data Protection and Privacy.** DQE employs robust security measures to protect customer information, adheres to applicable privacy laws, and provides customers with options to manage their data preferences.
  - F. **Customer Rights.** Customers may request access to their data, opt out of certain data collection activities, or inquire about how their information is handled by contacting DQE at CustomerCare@dqe.com.
3. **CONFIDENTIAL INFORMATION.** “Confidential Information” shall mean all information, including all Agreements and all written or oral pricing and contract proposals exchanged by the Parties, regarding the telecommunications needs of Customer and the Services that DQE offers under this Agreement disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), regardless of whether such information is expressly marked or identified as confidential or proprietary. Confidential Information shall be used solely for providing and receiving Service and may not be disclosed or copied unless authorized by the Disclosing Party in writing. Confidential Information does not include any information that is (i) independently developed by the Receiving Party; (ii) lawfully received by the Receiving Party free from any obligation of confidentiality; or (iii) becomes generally available to the public other than by breach of this Agreement. Notwithstanding anything in this section to the contrary, the mere fact that Customer is a customer of DQE shall not be deemed Confidential Information and DQE may disclose the same without liability therefor. Disclosing Party shall be entitled to injunctive relief for any violation of this section.
  2. **YOUR RECEIPT OF INFORMATION.** We cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that you or your users may acquire: For this reason, you and they must exercise your best judgment in relying on information obtained from the Internet, and should also be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because we cannot monitor or censor the Internet, and will not attempt to do so, we cannot accept any responsibility for injury to you or your users that results from inaccurate, unsuitable, offensive, or illegal Internet communications.
  3. **YOUR DISSEMINATION OF INFORMATION.** We do not review, edit, censor, or take responsibility for any information that you or your users may create: When you or your users send information using our services, you have the same liability as do other authors for copyright infringement, defamation, and other harmful speech.
  4. **TRANSFER OF INFORMATION.** We may transfer your information (including Confidential Information) to any affiliate or successor in interest, or by assignment to any party acquiring DQE network assets or customer accounts. Any sale, assignment or transfer of control of DQE or its network assets shall not be deemed a transfer of your information to a third-party.
  5. **PRIVACY OF COMMUNICATIONS.** We are concerned about the privacy of on-line communications and Websites: In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge you to assume that all your on-line communications are insecure. We cannot assume any responsibility for the security of information transmitted over our facilities. We will not intentionally monitor private electronic mail messages sent or received by you or your users unless required to do so by law, governmental authority, or when public safety is at stake. We may, however, monitor our services electronically to determine that our facilities are operating satisfactorily.

**6. COMPLIANCE WITH GOVERNMENT AUTHORITIES.** We may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a Website, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. We assume no obligation to notify you or your users that your information has been provided, and in some cases we may be prohibited by law from giving such notice. We may disclose subscriber information or information transmitted over our networks where necessary to protect us and others from harm, or where such disclosure is necessary to the proper operation of our networks, services and systems.