

# 1 PRIVACY POLICY

## 1.1 SUMMARY

Granite Telecommunications, LLC (Granite) is committed to protecting your personal information. This Privacy Policy relates to our collection, use, disclosure, transfer, and storage of your personal information when accessing our online services. It also relates to our use of any personal information you provide to us by phone, SMS, email, IM/chat, in letters and other correspondence, and in person.

Our Privacy Notice below is designed to inform you about the information we collect, how we use this information, the security we use, any sharing of your information, and your rights in relation to this personal information to comply with the California Consumer Privacy Act (CCPA), and the California Privacy Rights Act (CPRA).

## 1.2 PERSONAL DATA WE COLLECT

We collect personal information from you for the following purposes:

- To access certain areas or services of this website or so that we can send you information that you request regarding our products and services, you may be asked to provide personal information (such as your name, telephone number, and email address). This information is used to communicate with you, respond to your requests for the purposes for which you submitted the information, or improve our products and services.
- Our website also uses cookies to improve the user experience of our website and may collect information such as your IP address.
- We may, from time to time, contact you to notify you of a particular offering that may be of interest to you. If you do not wish to receive information about our products and services, please let us know by contacting us.
- We may record telephone conversations to offer you additional security, resolve complaints, and improve service standards.
- We may record visitor information and CCTV footage in our workplaces to offer you additional security, resolve complaints, and improve service standards.
- We collect financial information to process payments for services.

When Granite is processing personal information on the basis of consent, Granite reserves the right to resend an opt-in consent request at least 12 months after it was denied.

## 1.3 HOW WE USE YOUR PERSONAL DATA

The personal information we collect is for specified purposes and services we provide to you, including:

- Providing our services, activities, or online content and information about Granite services and activities
- Dealing with your requests and inquiries, including where we have a commercial relationship in place
- Internally supporting the growth and sustainability of our business
- Assessing how to improve the services we provide to you; and
- Deciding how best to communicate with you.

Granite will not sell, rent, or lease Customer's personally identifiable information to others. Unless required by applicable law, Granite will only share Customer's personally identifiable information with business partners who are acting on Granite's behalf to complete services or activities related to the Customer.

## **1.4 SHARING YOUR PERSONAL DATA**

We will only share your information with Granite-authorized third parties for specific purposes related to the services and products we are offering you. We make commercially reasonable efforts to ensure that our affiliates and business partners protect your information consistent with this Privacy Policy. Granite-authorized third parties are subject to a privacy assessment prior to the contract commencing when it relates to the processing of personal information. We do not allow third parties to use your personal information for any other purposes. We may have to share your personal data as required with regulatory authorities or with law enforcement agencies.

To deliver products and services to you, it is sometimes necessary for us to transfer your personal information to places outside your home country or region, where it may be stored and processed. If this happens, we will ensure that the transfer is compliant with all information protection laws and that all personal information is secure. By submitting your personal information to us, you agree to the transfer, storing, or use of your information outside your home country or region in the manner described above.

## **1.5 SECURITY OF PERSONAL DATA**

We use physical, technical, and administrative safeguards to protect the confidentiality and security of your personal information. We use industry-standard procedures to protect your information from loss, misuse, or unauthorized access.

Granite undergoes annual security and privacy assessments to validate existing controls. Industry-standard proactive and reactive measures are in place to protect company assets and respond to incidents. Please note that despite our best efforts and security measures, the possibility of a data breach cannot be completely eliminated, and thus we cannot guarantee the absolute security of your personal information. However, Granite has robust incident response measures in place to respond quickly and efficiently to breaches. In the event of any unauthorized access to your information, Granite will respond in line with any data breach requirements as detailed in the relevant regulations, including US state privacy laws, in accordance with Granite's incident response plan.

## **1.6 CALIFORNIANS' PRIVACY RIGHTS**

Granite is subject to compliance with the CCPA via the CPRA amendment. We have implemented a robust process to receive and respond to validated requests. Each right a resident of California may act upon is detailed below. These are not absolute rights and have exceptions, which may not be fully enumerated below.

We will endeavor to comply with such requests as soon as possible, but in any event we will comply within 45 days of receipt (unless a longer period of time to respond is reasonable by virtue of the complexity or number of your requests or allowed by law). This relates only to personal information processed in the preceding 12 months unless the customer directs Granite otherwise. In the event that Granite is unable to comply with a request due to the feasibility or legality of the request, then Granite will notify you in a timely manner of why the request falls within the criteria for exception. This generally occurs when the data is currently required to complete a service or to comply with legal and contractual requirements.

### **1.6.1 Point of Contact**

If you have any questions, concerns, or would like to submit a data subject request, you can contact our Privacy Team by reaching out to [privacy@granitenet.com](mailto:privacy@granitenet.com).

### **1.6.2 Right to Know**

- You may request that Granite disclose what personal information we have collected, used, or shared, about you and why we collected, used, or shared, that information. Specifically, you may request that Granite disclose:
  - The categories of personal information collected

- Specific pieces of personal information collected
- The categories of sources from which the business collected personal information
- The purposes for which the business uses the personal information
- The categories of third parties with whom the business shares the personal information
- The categories of information that the business sells or discloses to third parties

Granite does not sell personal information about consumers.

### **1.6.3 Right to Delete**

- You have the right to request that Granite delete any personal information about yourself that Granite has collected. Granite will make efforts to communicate these requests to any applicable third party, however, if this process is determined to be impossible or involves a disproportionate effort Granite will not communicate your request. Additionally, there are a number of exceptions that allow Granite to keep your personal information.
- Granite shall not comply with deletion requests when the personal information is needed in order to:
  - a. Complete a transaction, provide requested goods or services, or otherwise perform a contract between the business and any applicable contractual counterparty (including any employees or agents of Granite and/or any contractual counterparty)
  - b. Detect and prevent security incidents, malicious activity, or illegal activity, and to investigate and prosecute those responsible
  - c. Debug to identify and repair errors that affect intended functionality
  - d. Exercise free speech, protect the rights of other consumers, or comply with applicable laws
  - e. Conduct research in the public interest with informed consent if deletion would impair the ability to complete the research.
  - f. Comply with the California Electronic Communications Privacy Act
  - g. Comply with any legal or contractual obligation
  - h. Any other internal use when such use is reasonably aligned with the expectations of the data subject based on the data subject's relationship with Granite

### **1.6.4 Right to Opt-Out of Sale or Sharing**

- Granite will fulfill a verifiable opt-out request when received from consumers who have personal information being processed under the scope of the CCPA or CPRA. You have the right, at any time, to direct Granite not to share personal information about you with third parties.
- Granite will also provide prior notice to the collection of your personal information if they intend to sell or share the personal information they are collecting.

### **1.6.5 Right to Correct**

- You have the right to request that a business that maintains inaccurate personal information regarding themselves correct their information. Granite will fulfill a verifiable correction request when received from consumers who have personal information being processed under the scope of the CCPA or CPRA.

### **1.6.6 Right to Limit Use and Disclosure of Sensitive Personal Information**

- Granite shall fulfill verifiable limitation requests when received from customers who have personal information being processed under the scope of the CCPA or CPRA.

- Customers have the right, at any time, to request that Granite limit its use of the Customer's sensitive personal information to what is necessary to perform the contracted service.
- If Granite intends to use or disclose sensitive personal information beyond what is necessary, consent from the customer will be obtained first.
- Sensitive personal information that is collected or processed without the purpose of inferring characteristics about a customer is exempt.

#### **1.6.7 Right to No Retaliation Following Opt-Out or Exercise of Other Rights**

- Granite shall not discriminate against a customer because the individual exercised any of the customer's rights under the CCPA or CPRA, including, but not limited to, by:
  - a. Denying goods or services to the customer
  - b. Charging different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties
  - c. Providing a different level or quality of goods or services to the consumer
  - d. Suggesting that the consumer will receive a different price or rate for goods or services or a different level or quality of goods or services

### **1.7 UPDATES TO OUR PRIVACY POLICY**

We review and update our Privacy Policy at least annually. If we modify our Privacy Policy, we will post the revised version in this online location with an updated revision date. If we make any material changes to our Privacy Policy, we may also notify you by other means of the changes taking effect, such as by phone, post, or posting a notification on our website.