



TruLeap Technologies Internet Transparency Disclosures and Policies

These disclosures and policies apply to broadband Internet access service (“Service”) provided by TruLeap Technologies (“TruLeap,” “Company,” or “we”) to retail customers (“Customer” or “you”). In addition to these policies you are bound by the terms of your Service Agreement for the Service (“Agreement”) and any tariffs that may be applicable to services to which you have subscribed. The Company’s current Agreement can be found here: <http://truleap.net>

1. Service Plan Prices. The monthly prices, charges, and fees for Service, together with speeds offered and data allowances offered by the Company, including installation charges and early termination fees for some plans, can be found on our website or obtained by contacting our business office. Current plans and prices are posted here for fiber or DSL: <http://truleap.net/services/broadband>; and here for wireless: <http://truleap.net/services/wireless#>. Note that Service availability and speed will depend on your location. Your initial speed and price plan will be provided to you when you first subscribe to Service. Thereafter, plans and prices may be changed by the Company or by you subscribing to a different plan or in accordance with your Agreement.

2. Expected Service Performance and Limitations. Wireless service is also offered using various spectrum bands such as 900 MHz, 2.4GHz, and 5.8GHz (unlicensed spectrum); or the 3.65 GHz (licensed spectrum in the CBRS band). Expected download speeds with fiber are up to 1 Gbps, depending on your Service plan. Wireless download speeds are up to 200 Mbps, depending on your plan, location, and other factors. Expected latency on our networks is: Fiber: ≤ 8 ms, Wireless: 15-100ms. Expected packet loss during peak usage periods is under 1% for fiber and under 5% for Wireless. Individual user experiences may vary. The Company networks are suitable for most real-time and time sensitive applications, including, but not limited to, voice, gaming, and video streaming. The speeds offered in each Service plan are detailed on our website at the links provided above. Actual average speeds will depend on many factors beyond our control, including network congestion, vandalism, distance from a wireless tower, the wireless radio frequencies used, weather, terrain, vegetation, customer devices, and other factors. We do not offer dial-up or any non-broadband Internet services.

3. Network and Congestion Management. The Company’s goal is to always provide the best possible Internet service to all our customers. To do so, Customers are not allowed to use certain servers and applications that can slow down the Service for all users, such as numerous or continuous bulk transfers of files and other high-capacity traffic using file transfer protocol, or peer-to-peer applications, etc. Further details can be found in the Agreements, which are available through our website (links provided above). We do not participate in any traffic shaping, blocking, throttling, filtering, or prioritization schemes that would unreasonably



discriminate in the transmission of lawful and non-harmful network traffic, including any traffic that may be provided by our affiliates. Likewise, we do not block lawful content, ports, applications, services, or nonharmful devices. However, during times of peak network usage, your throughput and speeds may be reduced. At such times Customers will still be able to access the Internet and engage in activities that they desire, but they may experience conditions such as longer times to download or upload files, slower access and slower movements during online game playing. It is expected that any periods of traffic management due to congestion will be brief and infrequent.

4. Device Attachment Rules. Customers may generally attach any lawful device of their choice that is compatible with our network, subject to any limitations of their Service plan. Customers are advised to contact the Company prior to purchasing any third-party equipment to ensure compatibility. The Company is not responsible for the compatibility, suitability or functionality of any equipment that is provided by Customer or any third party. If any such equipment harms our network or degrades the service of other users, Customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm. Authentication information required to connect a device we do not provide or support will be provided to you upon request.

5. Security and Privacy. a. **Customer Security.** We may suspend or terminate service to customers that in our sole judgment harm the network or other users. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of Customers who are affected by or involved in the harmful activity. We cannot guarantee to prevent spam, viruses, security attacks, network congestion or other actions which can affect service, but we do use various filters, monitoring efforts and other measures to minimize lessen the effects. b. **Network Management and Service.** In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may access information about your device settings to provide customized technical support or to install applications or services that you wish to use. We will only take steps regarding an application-specific behavior by a Customer if there is a reasonable belief that the application will cause harm to other customers or the Company's network, violates the Acceptable Use Policy or Agreement, or is unlawful, including, but not limited to, violating intellectual property rights. c. **Sale of Customer Data.** We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you. We do not sell your personal information or Internet usage history to third parties. Many websites you visit will place "cookies" on your device and may track your device for marketing and other purposes and that is not something the Company can control or prevent without blocking or degrading your service. d. **Third Party Content and Services.** We are not responsible for the information, content, applications or services provided



by others. Before you access, use, link to or download any service or application on your computer or wireless device, you should review the associated agreement of service and privacy policy of the third-party website or application. We also recommend that all customers install, use, and keep up to date applications to protect their devices from viruses and malware. e. Law Enforcement and Copyrights. Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend or terminate service to customers who in our sole judgment are repeat copyright infringers.

6. Questions or Complaints. If you have questions or complaints about our broadband Internet access service should first visit our website at: <http://truleap.net/>. If the question or complaint is not resolved on the web, you may contact one of our customer service representatives as follows:

Phone: 208.326.4331

Fax: 208.326.3190

P.O. Box 89

400 Main Street Filer, ID 83328

customerservice@truleap.net

We find that most customer concerns or disputes can be resolved through our customer service representatives.

7. The Company may modify this Policy and other policies it has linked for the customer from time to time at its discretion. Notice of changes will be provided in advance normally upon a thirty-day basis. However, Truleap Technologies reserves the right to use a shorter notice period when circumstances so warrant

Continue Below to Mobile App Privacy Policy



TRULEAP WIFI Mobile Application Privacy Policy

Collection of Information

TruLeap may collect information from your mobile app such as the following, which may include Personal Information:

- browser and device information
- app or device usage data
- IP address
- MAC address
- aggregated, anonymized, or de-identified information
- demographic information and other similar information provided by you (e.g., language, occupation); and
- geographic location

What is covered by this Privacy Policy?

TruLeap Wi-Fi is an application developed by Calix, Inc. for use by subscribers of broadband service providers (BSPs) who purchase cloud and software services from Calix, Inc. Calix, Inc. is a processor of TruLeap's subscriber personal information under applicable privacy and data protection laws. TruLeap is the controller of its subscriber personal information. In other words, TruLeap determines how and why your information is processed. As such, subscribers should refer to TruLeap's privacy notice for details on how TruLeap processes subscriber personal information.

Privacy Policy applies for any use of the App

This Privacy Policy applies to the App described in the Mobile Application End User License Agreement. Please read TruLeap's privacy notice and this Privacy Policy carefully to understand how information collected by the App will be treated. If you do not agree with TruLeap's privacy notice and this Privacy Policy, you should not install, use, or access the App.

Children Under the Age of 16

The App is not intended for children under 16 years of age, TruLeap does not knowingly collect personal data of children under 16, without parental consent. If TruLeap learns that personal data from a child under 16 has been obtained or received without verification of parental consent, Calix will delete that information. If you believe TruLeap might have any information from or about a child under 16, please notify TruLeap by calling 208.326.4331.



How TruLeap Collects Your Information

TruLeap collects and processes information provided directly by you when you install the App and register for an account to use the App. Specifically, this information includes:

- Your name, email address, password/pin, preferred language, and your account number with TruLeap.
- Information about the equipment deployed at your premises that you choose to connect to the App such as the MAC address, serial number or other unique identifier for your router.
- Data insights TruLeap attains based on correlation and analytics of your information collected in providing the App, and user-associated analytics to improve the quality of the app experience.

How TruLeap Uses the Information

TruLeap uses the information collected as described in this Privacy Policy, to:

- Provide you with the App and the Services/notifications provided through the App as described in the Agreement.
- Implement, improve and/or enhance the App or to provide App features, including to make future releases available to you.
- Carry out TruLeap's obligations as described or authorized in the Agreement, and this Privacy Policy.
- Enforce TruLeap's rights arising from the Agreement between you and TruLeap; and
- Fulfill any other purpose authorized by you and reasonably required for the App.

TruLeap may also use the information collected as described in this Privacy Policy to inform you about goods and services that may be of interest to you.

Disclosure of Information

TruLeap does not sell or otherwise distribute or disclose your information to third parties other than as described or authorized in the Agreement, including this Privacy Policy.

TruLeap discloses the information to its subsidiaries, affiliates and certain third-party vendors and contractors that provide development, integration, web hosting and consulting services to TruLeap to provide you with the App, to maintain, support, develop, improve and/or enhance the App and to fulfill TruLeap's obligations associated with the App.



TruLeap may be required to disclose information under certain circumstances:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce TruLeap's rights arising from the Agreement entered into between you and TruLeap.
- If TruLeap believes disclosure is necessary or appropriate to protect the rights, property, or safety of TruLeap, its customers or other third parties; or
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of TruLeap's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which your information and/or your subscriber information held by TruLeap are among the assets transferred.

Your Choices About Our Collection, Use, and Disclosure of Information

The provision of the information described in this Privacy Policy is necessary for you to use the App.

Your information is retained and used as described in this Privacy Policy. If you delete your account for the App in accordance with the terms of the Agreement, your information will be deleted within 30 days of the deletion of such account or within such other timeline as may be mandated by applicable law. You will no longer be able to access the App when your account is deleted.

Accessing and Correcting Information

You can (a) access and review your contact information, and (b) correct your contact information, by logging into the App and visiting the settings page. To access, review or correct any other information, please reach out to TruLeap via telephone 208.326.4331.

Data Security

All information you provide to us is stored on our secure servers behind firewalls. TruLeap utilizes mechanisms such as intrusion detection systems, intrusion prevention systems, firewalls and encryption to secure information from accidental loss and from unauthorized access, use, alteration, and disclosure.

TruLeap deploys Intrusion Detection Systems (IDS) and Intrusion Prevention Systems (IPS) to alert and proactively contain potential threats. Enhanced security visibility and coverage is



enabled through added layers of firewall and IDS beyond the network perimeter. Management connections to servers are always authenticated and encrypted via Secure Shell (SSH) when administration access is required for troubleshooting, patch management, and upgrades.

TruLeap runs automated vulnerability scanning on all perimeter systems to identify potential security risks. Scanning applications are regularly updated to remain current and up to date on important security vulnerabilities. Patches are applied to all relevant systems unless a compensating control is implemented.

TruLeap uses a variety of industry-standard security technologies and best practices to help protect information from unauthorized access, use, or disclosure. All data stored on the TruLeap systems is encrypted following industry standards using the strongest keys and ciphers. All communications with the App are protected with industry standard security protocols.

You control access to your account. You must keep your login credentials and passwords secure and protected and maintained as confidential. TruLeap is not responsible for any circumvention of any privacy settings or security measures provided.

Changes to this Privacy Policy

The date the Privacy Policy was last revised is identified at the end of this Privacy Policy. You are responsible for periodically visiting this Privacy Policy to check for any changes.

Contact Information

For questions about your service, please contact TruLeap directly.

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Fax: 208.326.3190

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