

Privacy Policy

This Privacy Policy (“Policy”) governs certain information (“Information”) submitted by individual and entities (“User, “You” or “Your”) to Barry County Telephone Company, Inc. (“BCTC”, “We” or “Us”), including without limitation any access through and use of any Internet, mobile or web-based software applications developed, owned, maintained, offered or otherwise distributed by Us, other services and products and/or related or linked sites (“Sites”) made available by BCTC. This Policy provides information about what We do with information We receive.

Use or access of Our Sites, services or products provided by Us constitutes Your agreement to this Policy. If You do not agree to the terms of this Policy, please do not access, browse, or use Our Sites or use Our services or products. If You have already submitted personal information which You wish for Us to delete, please contact Us through the contact information provide below. If You choose to visit Our Sites or use Our services or products, Your visit and any dispute over privacy is subject to this Policy, including limitations on damages and application of the law of the State of Michigan.

I. Personally-Identifiable Information

When You use Our Site, services or products, You may send to Us personally identifiable information (“PII”), which can potentially be used to uniquely identify, contact, or locate You. PII includes, for example, such things as: name, address, phone number, and e-mail address, as well as, Your responses to polls, information requests, marketing, event registrations, and other content which may be placed on Our Sites or submitted to Us by You from time to time. You can choose not to provide certain PII, but then You might not be able to take advantage of the features offered on Our Sites or through Our products and services.

You agree that We may use Your PII for the purpose(s) for which it was submitted or to which You consent. Those purposes include, without limitation, responding to requests and inquiries from You, providing You information that You request and providing or facilitating the provision of services and products to You or to others that You designate. We may also aggregate Your PII with other information to collect broad demographic information.

You acknowledge and agree that We may disclose Your PII to third parties, when required to comply with the law, such as subpoenas, court orders or other legal processes, or in emergency situations to prevent imminent harm. If We merge with or are acquired by another company or if there is a partial or full sale of Our assets to another company, We may transfer Your PII to the acquiring company. We also reserve the right to disclose Your PII to third party contractors and vendors that We retain to assist Us in Our operations from time to time, including to provide information, products and services to You.

In some instances, You may submit other information or content to Us, such as imagery or video. You understand and recognize that such information is not PII – even if You or Your property or

that of a third party is identifiable therein. Such information and content and is not subject to disclosure restrictions under this Policy but may be subject to other terms and conditions of use. In some instances, information submitted by You may include both PII and non-PII information. You agree that We may treat such information as non-PII information if We remove Your PII from such information. Depending on its nature, some information or content You submit may entitle You to receive offers from third parties with whom We have relationships. By submitting such information and content to Us, You agree to allow Us to pass that information, along with certain of Your PII (not including Your payment information) to third parties with whom We believe that You may wish to do business so that they may contact You.

We do not market to or knowingly collect PII from children under 13 years of age and We do not collect or maintain PII at Our Sites or through Our services and products from those We actually know to be under 13. We may also maintain age restrictions that limit the use of Our products and services. You agree to assist Us by not making Our products and services available to individuals who do not meet the required age thresholds.

II. Non-Personal Information

Our Sites, services and products, and in particular the server on which they are hosted, may collect general data from visitors. General information collected may include, without limitation: domain name, IP address, duration of the visit, computer and connection information, the referring site and the site visited next, the order of pages viewed, the features used on Our Site, page response times, download errors, page interaction information and other information that does not allow the identification of an individual user. Similar or analogous information may be collected by Our services and products. Such information (which does not include PII) belongs to Us. We reserve the right to use general information to analyze trends, for administrative purposes, to track user's movement, and to gather information for aggregate use. We may freely share that aggregated information.

Our Sites may use “cookies” and similar technology to obtain information about Your visits to Our Sites and/or Your use of Our products and services. A “cookie” is a text file that a user's web browser places on a user's computer's hard drive to assign an identification code to the computer and to collect and store information. Cookies enable tracking of activities on Our Site, including areas in which the viewer showed interest, helping Us to improve the quality and usefulness of Our Site. Our cookies do not collect PII. Some software and browsers prevent the use of cookies – please be aware that such blocking may make some of the features of Our Site, services and products unavailable to You. If You wish to remove cookies from Your computer, You can check Your hard drive for cookie files. There are also software programs available (“anonymizers”) that allow You to selectively edit cookie files.

III. Additional Topics

A. Other Websites: In some instances, You may be able to access other websites through Our Site, services or products. If You go to another website, You may be authorizing another company, including an advertising company, to use information You supply. We are not

responsible for collection, use, or disclosure of information (including without limitation PII) obtained by other websites and We expressly disclaim any and all liability related to such collection, use, or disclosure.

B. **Third Party Materials.** In some instances, certain of Our services and products may utilize, reference or in some way involve or incorporate information, services or products of a third party. In such instances, the privacy policies of such third parties may also be applicable to You. The terms of those policies are incorporated herein by reference and will apply to the use of the applicable third party information, products or services.

C. **Security:** We use certain processes and safeguards to help protect the integrity of PII obtained through Our Sites and to help prevent unauthorized access or improper use. However, We cannot control information You send over public networks or third party networks and cannot guarantee Your security.

D. **International Users:** Information that is submitted to Our Sites will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law and this Policy. If You are a non-U.S. user, Your PII may be stored on servers located outside Your resident jurisdiction, and U.S. law may not provide the degree of protection for Your PII that is available in other countries. By providing Us with Your PII, You acknowledge that You have read this Policy, understand it, agree to its terms and consent to the transfer of such information outside Your resident jurisdiction.

E. **Amendments and Modifications:** We reserve the right to amend or modify this Policy periodically at Our sole discretion and without notice. Any amendments, modifications or changes made to this Policy will be considered effective immediately after the revised Policy is posted on the Site. To view the most recent version of this Policy, click on Privacy Policy. The Policy was last revised on the date set forth below and became effective that day. Please check back periodically to review any changes to this Policy.

F. **CALEA:** The Company may provide to law enforcement available information when legally requested pursuant to the procedures of the Communications Assistance for Law Enforcement Act (“CALEA”), the Foreign Intelligence Surveillance Act (“FISA”) or other applicable national security or criminal statutes.

IV. Contact Information

If You have any questions about this Policy, please feel free to contact Us through Our Sites (or where applicable Our products or services) or contact us at 269-623-9005 or support@mei.net.

Last Updated: September 12, 2019.