

Kudzu Networks Internet Service Privacy Policy

Thank you for visiting the website (“Website”) of Kudzu Networks (“we,” “us” or “our”). This privacy policy (“Privacy Policy”) describes how we collect, use, and protect any information you provide to us. Our Terms of Service describe the terms and conditions governing your access to and use of our Internet access service (“Service”) and are incorporated into this Privacy Policy by reference. Your use of the Service constitutes your consent to be legally bound by both the terms and conditions of this Privacy Policy and those set forth in our Terms of Service (including our Acceptable Use Policy). If you do not agree to the terms of this Privacy Policy, please do not register for the Service.

The Information We Collect. In order to purchase Service, you will need to create an account. To set up an account, you expressly consent to our collection of several types of personally identifiable information (“PII”). We may also collect certain non-personally identifiable, indirect and/or aggregate information as a result of your use of, and interaction with, the Website and the Service (collectively, “Other Information”).

Personally Identifiable Information. When you create your account, we will ask you to provide PII. Such information may include any or all of the following: (i) name; (ii) email address; (iii) mailing address; (iv) telephone number; (v) credit card information and other financial information; and (vi) other PII as necessary to complete the activity or transaction you are requesting.

You may choose not to provide any PII that we ask for. However, if you choose not to provide the PII that we ask for, you will not be able to establish an account for Service.

Other Information. We may use certain standard web measurement and tracking technologies such as “cookies” or other statistics programs to collect Other Information and track and record how you use the Website. This data is anonymous and does not personally identify you. If you subscribe to the Service, we may also collect information on the performance of your Internet connection and network performance and as otherwise described in the Terms of Service. Other Information helps us measure the success of the Website and the Service and to improve your Website and Service experience. Your browser may have an option that allows you to accept cookies, reject cookies, or receive notification when a cookie is sent, but you should note that rejecting cookies may limit your use of the Website. In addition, we may utilize web beacons to recognize you when you visit the Website. We may also use other technologies, currently available or which may become available in the future, to provide us with other important anonymous information regarding the use of our Website.

Our Use of Information Collected. We use your information for only the following business purposes: (i) to provide the Service and any other services or products you request; (ii) to respond to inquiries we receive from you or in connection with a transaction you initiate; (iii) to analyze, manage and improve the Website and the Service; (iv) to notify you of special offers and other services and products that we believe may be of interest to you or to send you mailings; (v) to provide you with advertisements about goods and services that may be of interest to you; and (vi) for any other specific business purpose stated at the time you provide your information.

You expressly authorize us to share your PII with any third parties retained or utilized by us to the extent necessary to perform any of the business purposes listed above. Please also note that in connection with

certain requests, you may be transferred to a different website, which has a different privacy policy. Please review this privacy policy before using that website. If you do not want to be contacted for these purposes or if you would like to obtain a copy of the PII gathered by this Website or correct or delete such information from our database, you can always send us an e-mail at information@kudzunetworks.net with your concern or question.

Disclosure of Your Information to Third Parties. We may disclose the information we collect from and about you (including but not limited to PII): (i) when we have reason to believe that such disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with our rights or property, customers or other users of the Website or the Service, or anyone else who could be harmed by such activities, or is appropriate or necessary to enforce the Terms of Service, take precautions against liability, investigate and defend against any third-party claims or allegations, and/or protect the security or integrity of the Website or the Service; (ii) to respond to judicial process and provide information to law enforcement agencies in connection with an investigation on matters related to public safety, as permitted by law, or otherwise as required by law, or in the good-faith belief that such action is necessary to comply with state and federal laws; (iii) to our business partners for research, analytical and marketing purposes, and/or to our affiliated companies, or other businesses or persons for the purpose of processing any request or transaction on your behalf; or (iv) otherwise with your consent. We may sell or buy other businesses or entities and, in such case, we may transfer or assign the information we have collected as part of such merger, acquisition, sale, or other change of control. In such transactions, your PII may be included in the transferred business assets. Also, in the event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, we may not be able to control how your PII is treated, transferred, or used and your PII may be included in the transferred assets. We may use your Other Information to identify and develop products and services that may be of interest to you and/or share this information with certain third parties for marketing purposes with respect to special offers, products, services, programs, promotions, surveys, publications, invitations or other opportunities that may be of interest to you. Except as set forth above, we will not share any of your PII with any third party, unless we have received your express permission to do so.

Links to Third-Party Websites. Our Website may contain links to other websites, which have privacy policies that differ from ours. We are not responsible for the collection, use or disclosure of information collected through third-party websites and expressly disclaim any liability related to such collection, use or disclosure. We are also not responsible for any information or content contained on such websites. Links to other websites are provided solely as a convenience. Your browsing, use and interaction on any other websites, including websites which have a link to the Website, are subject to that website's own rules and policies. Accordingly, you should review the privacy policy posted on any website that you may access through, or which links to the Website.

Security. We take precautions and have implemented certain technical measures intended to protect against unauthorized access to, disclosure of, and unlawful interception of PII submitted via the Website or the Service. However, your communications containing PII may be unlawfully intercepted or accessed by third parties and/or the Website or Service may be subject to network attacks or malfunctions. We cannot and do not guarantee the security of any information transmitted over the Internet. Once we receive your PII, we take steps that we believe are reasonable to limit access to your PII to only those employees and service providers whom we determine need access to the PII to provide the requested products, services, offers or opportunities that may be of interest to you or that you have ordered. However, even after we receive your

PII, we cannot and do not guarantee that your PII will not be accessed, disclosed, altered, or destroyed as a result of a breach of our security efforts or as a result of any other event beyond our reasonable control. Accordingly, we cannot and do not guarantee that your PII or any other information is completely secure and safe from any risk.

Amendments to the Privacy Policy. From time to time, we may revise the Privacy Policy. Your use of the Website or the Service following the posting of any revised Privacy Policy shall be deemed acceptance of the revised policy, so we recommend that you check the Privacy Policy periodically. If you disagree with the terms of the Privacy Policy at any time, your sole remedy is to terminate your use of the Website or the Service. Continued use of the Website or Service constitutes your agreement to any Privacy Policy as in effect.

Ability to Accept Terms. You affirm that you are at least 18 years of age, and are fully able and competent to enter into and accept the terms set forth in this Privacy Policy. If you are agreeing to this Privacy Policy on behalf of an entity and its directors, officers, employees and other personnel (collectively, "Personnel"), you hereby represent, warrant and covenant that you are authorized to accept this Privacy Policy on behalf of such entity and its Personnel.

Severability. If any part of the Privacy Policy is determined to be invalid or unenforceable pursuant to court order or applicable law, the parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions of this Privacy Policy will continue in full force and effect.