

Privacy Policy

Fusion acknowledges the importance of protecting its customers' Personal Information (as later defined), and takes its privacy obligations to you very seriously. This Privacy Policy explains how Fusion cares for your Personal Information. To make this Privacy Policy easier to understand, the definitions set forth in the Terms of Service shall also apply to this document.

In some cases, Fusion's Affiliates (service providers, distributors, agents, and others) may provide you with their own policies regarding the treatment of your Personal Information. Fusion endeavors to require its Affiliates to establish and maintain privacy policies that are at least as restrictive as its own, but you should still review each Affiliate's privacy policy thoroughly. Fusion also suggests that you review the privacy policy of your Internet service provider ("ISP"). Fusion is not responsible for the handling of Personal Information by its Affiliates or by third parties such as your ISP.

In the course of providing you access to its Website(s), establishing and maintaining an Account, and allowing your use of the Service and Equipment, Fusion may request that you provide any or all of the following personal information ("Personal Information"): (i) customer name; (ii) business or individual customer information; (iii) home and work addresses; (iv) telephone number(s); (v) credit card number(s) or other payment and billing information; (vi) credit references and other credit information; and (vii) personal identification information such as social security numbers, passwords, or e-mail addresses. Fusion may also ask you for information that is not described above, but, if that information is of a personal nature, it will be considered Personal Information.

Your Account may contain, but may not be limited to, information regarding (i) billing and payment history; (ii) maintenance and repair records; (iii) information regarding telephones, computers, and other equipment at your location that may be involved in your use of the Service and Equipment, as well as equipment configuration information (which may be checked remotely); (iv) records of customer service inquiries; (v) correspondence with you via email or other form of communication; (vi) information regarding any violation the Terms of Service; (vii) credit information or other information received from third parties; and (viii) information regarding calls or calling patterns.

In some cases, Fusion may need to disclose some or all of your Personal Information or information about your Account to its Affiliates. By accepting the Terms of Service, you allow Fusion to make such disclosures to its Affiliates without further notice to you.

Fusion and its Affiliates may place and access cookies on your computer(s) without prior notice to you. In the event an Affiliate places cookies on your computer, the Affiliate's privacy policy will govern how your Personal Information is handled. You may configure your computer and your Internet access software to block cookies, but such actions may impair or disable Fusion's ability to provide Service to you. Tracking technologies may record information such as Internet domain and host names, Internet protocol (IP) addresses, browser software and operating system utilized, navigational patterns, and dates and times of website access. The use of cookies and other tracking technologies allows Fusion to improve its website(s) and your web experience. Fusion may also analyze data that does not contain Personal Information for the purpose of developing trends and statistics.

Fusion may disclose your Personal Information without your consent to the following persons or entities: (i) credit agencies; (ii) Affiliates; (iii) its attorneys; (iv) its accountants; (v) its collections agents; and (vi) any research firms it retains. Fusion may also disclose your Personal Information if required by law or by a governmental agency with applicable authority and jurisdiction. From time to time, Fusion or its Affiliates may use your Personal Information for marketing purposes, which may include, but are not limited to, email messages, telephone calls, and text messages from Fusion. Fusion will not knowingly disclose your Personal Information to third parties for marketing purposes. Users of Fusion's Efonica Services who do not opt out during the registration process will be listed in Fusion's Orange Pages, and their names and eNumbers will be visible to other users and may be visible to the general public. You are not required to list your name and eNumber in the Orange Pages to use the Service. If you opted to list your name and eNumber in the Orange Pages during the registration process you may remove your listing through the account management section of the Efonica Website or by emailing your request to info@fusiontel.com.

In most circumstances, a court order from a governmental agency requesting disclosure of your Personal Information will require that you be afforded an opportunity to contest in court any claims made in support of that court order. In some circumstances, state agencies may obtain your Personal Information

under an administrative subpoena without a court order. In such cases, Fusion may be required to comply with the request without your receiving notice or an opportunity to contest the request.

The Federal Communications Commission requires providers of VoIP services and other communications services to accommodate police wiretaps under the 1994 Communications Assistance for Law Enforcement Act ("CALEA"). This rule requires Fusion to allow law enforcement to access your Personal Information and Account, and to electronically tap into and monitor your telephone calls and data transmissions. This electronic surveillance may be done without your knowledge or you consent.

The Electronic Communications Policy Act of 1986, as amended (the "ECPA") may require Fusion and your ISP, when presented with a court order or criminal warrant, to disclose your Personal Information and the content of your communications. Under some circumstances, Fusion may be required to comply with such request without notice to you and without your consent.

Under certain circumstances, private parties may obtain information regarding a copyright infringement action without notice to you. In addition, you agreed in the Terms of Service to allow Fusion to provide Personal Information in the event its business is at risk or in the case of an emergency.

The laws and regulations governing the privacy of your Personal Information and Account may change in the future. In the event of such changes, Fusion may be required to change its Privacy Policy. Fusion will endeavor to advise you of any significant changes in its Privacy Policy as those changes are implemented.

Fusion reserves the right to change its Privacy Policy in its sole discretion, with or without notice to you. Notwithstanding its rights, Fusion will endeavor to advise you of any significant changes in its Privacy Policy as those changes are implemented.

Fusion will maintain your Personal Information and Account records for such period of time as is necessary for legal and accounting purposes and to comply with all applicable government regulations. When Fusion is no longer required to maintain your Personal Information, it will be destroyed.

Under the Communications Act, you may inspect your Personal Information and Account records and correct any errors that may be contained therein. Please contact Fusion in the event you desire to do so.

Fusion welcomes your questions, comments, and suggestions regarding its Privacy Policy. You may contact Fusion via email at info@fusiontel.com.