

Company Information

Denver Area Educational Telecommunications Consortium, Inc.
d/b/a 35 Mile Foundation
PO Box 329
Fort Collins, CO 80522

This Privacy Notice and Cookie Policy (“**Notice**”) applies to all the above referenced entities (individually and collectively referred to as “**35 Mile Foundation**”) and any 35 Mile Foundation websites, technology platforms, mobile apps, software, infrastructure, systems and/or other offerings (“**Sites**”), as well as your access and use of all other services or product offerings provided by 35 Mile Foundation (“**Services**”).

Acknowledgment

35 Mile Foundation (sometimes “we,” “us” or “our”) knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Notice describes how we treat personal information. This includes on the Sites where it is located, and information related to interest-based online advertising. It also applies to our information collection and tracking practices, correspondence with us, and other data related to specific services or transactions. Any capitalized terms not defined in this Notice are defined in the [Terms of Use](#) and/or any separate services agreement, contract, or other terms and conditions between you and 35 Mile Foundation. This Notice applies to our customers and those who otherwise engage with our Sites or Services, including store or e-customers, mailing list subscribers, website/platform/mobile app visitors and users, content viewers and downloaders, and those contacting us.

If you need any assistance with the Sites, please contact Customer Service via email at info@35mile.org.

PLEASE NOTE THAT THIS NOTICE IS A BINDING AGREEMENT WHICH CONTAINS THE FOLLOWING IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND CHOICES:

- OPT-IN AND OPT-OUT POLICY FOR RECEIVING COMMUNICATION FROM US VIA EMAIL, TEXT, OR PHONE CALLS
- BINDING INDIVIDUAL ARBITRATION FOR DATA SUBJECTS IN CERTAIN LOCATIONS THAT AFFECTS YOUR RIGHTS TO SUE UNDER THIS POLICY

- INFORMATION FOR RESIDENTS OF CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, INDIANA, IOWA, MONTANA, OREGON, NEW JERSEY, TENNESSEE, TEXAS, UTAH AND VIRGINIA
- STANDARD CONSUMER RIGHTS AND REQUIREMENTS: INCLUDING BUT NOT LIMITED TO THE RIGHT TO ACCESS, DELETE, OPT-OUT, CORRECTION, COPIES, AND OTHER ITEMS

BY CLICKING ACCEPT, CHECKING AN ACCEPTANCE BOX, ACCESSING OUR SITES, OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, HAVE UNDERSTOOD, AND AGREE TO BE BOUND BY THIS NOTICE AS IF YOU HAD SIGNED IT.

We collect information from and about you.

The information we learn from our customers and visitors helps us personalize and continually improve your experience. Generally speaking, we receive and store any information that you enter on the Sites, provide to receive Services, or give us in any other way. Types of information you may submit and we may collect include:

- **Contact Information.** We use the information that you provide for responding to your requests, customizing goods or services offerings or suggestions for you, improving our business, and communicating with you. For example, we collect your name, address, and email address if you register on our Sites or otherwise engage us for Services. We may also collect your phone number, zip code, certain household information used to determine the extent of Services, or other information depending on the Services you request.
- **Demographic Information.** We may collect information like your gender and age, zip code, contact information, and areas of interest or specialty. We might collect this when you contact us or enter a promotion, sweepstakes or contest, or when you make a purchase from or otherwise transact or interact with 35 Mile Foundation or others pursuant to the Sites.
- **Content and Transaction Related Information.** When uploading pictures, reviews, or other information, a name, email address, and other identifying information may be required. Generally, the information collected helps us to communicate with you regarding content that you have submitted to us. For instance, we may use your email address to notify you of the status of the content you have submitted. Currently, 35 Mile Foundation does not anticipate you will be required to do any of

the foregoing, but wishes to make clear how 35 Mile Foundation will handle such instances if so.

- **Social Media and Third-Party Information.** We may allow data subjects to share our products and services on Facebook, Instagram, Pinterest, or other social media sites. If you decide to share one of our products or services, we will get basic information from your social media profile like name, gender, profile photo, and friends or contacts. This information is collected by the social media company and is provided to us under the terms of its own privacy policy. You may be able to control the information that we receive from Facebook, for instance, using the privacy settings in one's Facebook account.

Please Note the Following Regarding Information Submitted Directly to Third-Party Service Providers. As mentioned above, in certain instances your data is not controlled by us and instead is sent directly to third-party service providers. We make use of these third-parties and individuals to perform functions on our behalf. Examples include processing payment, processing applications, analyzing data, providing marketing assistance, providing search results and links (including paid listings and links), processing credit card payments, and providing customer service. *Such third-parties have access to personal information needed to perform their functions, and the privacy policies of each third-party should be evaluated by you. We do not take responsibility for these third-parties' use of your data except as statutorily required.*

Automatically Collected Information. We receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies" and we obtain certain types of information when your web browser accesses 35 Mile Foundation sites or advertisements. We may collect information about the browser you're using. We might look at what site you came from, or what site you visit when you leave us. We may also look at clickstream data. We may combine this information with other information we collect from you. This includes anything we collect from third parties. If you use our mobile website, we may collect your GPS location and your unique device identifier.

Device Identifiable Information. We may collect information that does not identify you personally, but is linked to your computer or device ("***Device Identifiable Information***"). We collect Device Identifiable Information from you in the normal course of operating the Site. When you visit the Site to browse, read or download information, we automatically collect information about your computer that your browser sends, such as your IP address, browser type and language, access times, pages visited, and referring website addresses. We may use Device Identifiable Information we collect to analyze trends, help administer

the Sites, track the movement of visitors, to learn about and determine how much time visitors spend on each page of the Sites, how visitors navigate throughout the Sites and to gather broad demographic information for aggregate use. We may also collect Device Identifiable Information through “cookies” or “web beacons” as explained below.

We may also collect information about your mobile device such as the type and model, operating system (e.g. iOS or Android), carrier name, mobile browser (e.g. Chrome, Safari), applications using the Sites, and identifiers assigned to your device, such as its iOS Identifier for Advertising (IDFA), Android Advertising ID (AAID), or unique device identifier (a number uniquely given to your device by your device manufacturer), sometimes referred to as a mobile carrier ID.

We may also collect your location information, such as your zip code or the approximate geographic area provided by your internet service provider (ISP) or location positioning information provided by the location services and GPS features of your mobile device when location services have been enabled.

We collect information from you directly. We collect information directly from you. We receive and store any information you enter on our Sites or give to us in any other way. For example, we collect information when you contact us, choose to provide us when engaging with the Sites or Services, and otherwise engage with retail or subscription service-related points of contact.

We collect information from you passively. Our Sites and Service offerings may also collect information from you passively. For instance, we might also collect information passively in our emails or through our apps. We may also collect information passively in connection with third parties. For example, to get purchase information from affiliates, we may gather information passively on their platforms. Tools we use include browser “cookies”, “Pixels” and “Web Beacons”.

“Cookies” are unique identifiers that we transfer to your device to enable our systems to recognize your device and to provide features, such as on 35 Mile Foundation’s Sites, personalized advertisements on other sites, and storage of items in your Orders or similar feature, or between visits. The ‘help’ feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you may be able to disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on’s settings or visiting the site of its manufacturer. Because cookies allow you to take advantage of some of 35 Mile Foundation’s essential features, we recommend that you leave them turned on if you want to take advantage of our full suite of features.

“Pixels” “Web Beacons” (also known as web bugs, pixel tags or clear .gifs) are tiny graphics with a unique identifier that may be included on our services for several purposes, including to deliver or communicate with cookies, to track and measure the performance of our services, to monitor how many visitors view our services, and to monitor the effectiveness of our advertising. Unlike cookies, which are stored on the user’s hard drive, Web Beacons are typically embedded invisibly on web pages or in an e-mail.

Social media widgets such as the Facebook “like” button and LinkedIn’s “share” button or other interactive mini-programs may be on our Sites. These features may collect your IP address, which page you are visiting on our Sites, and may set a cookie to enable the feature to function properly. These social media features are either hosted by a third party or hosted directly on the Sites. Your interactions with these features are governed by the privacy policy of the company providing it.

In addition to other third-party data collection applications, we may also use Google Analytics and Google Analytics Demographics and Interest Reporting to collect information regarding visitor behavior and visitor demographics on some of our services, and to develop website content. For more information about Google Analytics, please visit [here](#). You can opt out of Google’s collection and Processing of data generated by your use of the services by going to [here](#).

Using Other Technologies. We may also use cookies, web beacons, or other similar technologies to operate and provide you access to Sites, applications, services, and tools, and using the technologies necessary to identify irregular site behavior, prevent fraudulent activity and improve security. Using these tools also allow you to make use of our functions such as shopping-carts, saved search, or similar functions. These tools allow us to assess the performance of the Sites, applications, services, and tools, including as part of our analytic practices to help us understand how our visitors use the Sites, to determine if you have interacted with our messaging, determine whether you have viewed an item or link, or to improve the Sites’ content, applications, services, or tools. Through these technologies, we have the ability to offer you enhanced functionality when accessing or using our Sites, services, applications, or tools. This may include identifying you when you sign into our Sites or keeping track of your specified preferences, interests, or past items viewed so that we may enhance the presentation of content on our Sites.

Advertising or Targeting Related. We may use first-party or third-party cookies and web beacons to deliver content, including ads relevant to your interests, on our Sites or on third-party sites. This includes using technologies to understand the usefulness to you of the advertisements and content that has been delivered to you, such as whether you have

clicked on an advertisement. If you would like to opt-out of the technologies we employ on our Sites, services, applications, or tools, you may do so by blocking, deleting, or disabling them as your browser or device permits. We may also be able to accomplish some of these goals if you email us at [info@35mile.org], subject to the particular facts.

We get information about you from third parties. For example, existing contracts, representatives, affiliates, and social media platforms or plugins may also give us information about you. Affiliates or other business partners may also give us this information, including any legacy service providers or those that the current iteration of 35 Mile Foundation used to be a part of. This might include information they gathered passively. We may also engage a data provider who may collect web log data from you (including IP address and information about your browser or operating system), or place or recognize a unique cookie on your browser to enable you to receive customized ads or content. We do not anticipate these cookies will contain personally identifiable information. The cookies may reflect de-identified demographic or other data linked to data you voluntarily have submitted to us, e.g., your email address, which we may share with a data provider solely in hashed, non-human readable form. To opt-out of these data provider cookies, please go to <http://www.aboutads.info/choices>.

How We Use Your Information

Information about our customers and those that visit our Sites is an important part of our business, and we are not in the business of selling it to others, though it may be shared with others for the purpose of carrying out our Services. We share customer information only as described in this Notice.

- **We use information to administer our Services.** For example, we use information to assist with targeted suggestions, tracking, determining engagement, communications with you, and to evaluate the products we offer.
- **We use information to respond to your requests or questions.** For example, we might use your information to respond to your questions about our services or offerings, for customer feedback, etc.
- **We use information to improve our products and services.** We may use your information to make our Sites or Services better. We might use your information to customize your experience with us or understand your preferences. We may combine information we get from you with information about you we get from third parties.

- **We use information to communicate with you.** We may send you emails, invites, telephone or written reminders, and regular text messages you have consented to receive, such as promotional messages and messages.
- **We use various tracking technologies.** As described above, we, and other third parties we work with, use several common data collection technologies including cookies, pixel tags, and similar technologies. We collect personal information about users over time and across different Web sites when you use this Web site or service. We may also have third parties that collect personal information this way. We do this for many reasons, including to engage in interest-based advertising, to understand the activities and behaviors of customers and platform users, to recognize new and past visitors to the Sites, to present more personalized content and offers, to improve the Sites' experience, optimize your customer experience, and provide site and service enhancements, to avoid repeatedly showing you the same advertisements or transaction related notifications, to serve customized advertising (whether on the Sites or others you visit) and so we can better understand our audience, customers, visitors, and their respective interests. We also work with third parties who provide us with certain web search services.
- **We use information for security purposes.** We may use information to protect 35 Mile Foundation, our customers, the Sites, or our Services.
- **We use information for marketing purposes.** If you register with our Sites or if you opt-in to receiving messages from us in any other way, we may send you information about special offers, new products, or new services. These might be third party offers or products we think you might find interesting. Depending on your choice we may send this type of information via email, text, call, push notifications in apps, or notifications by regular mail. We also use information to customize offers you receive. This includes using your purchase related history on affiliates or other third-party platforms.
- **We utilize third-party service providers, and use your information to perform those functions.** We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders or delivering our Services, sending proposals, informing our customers or prospective customers, delivering documents, correspondence, sending invites and the like, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, providing search results and links (including paid listings and links), processing credit card payments, and providing customer

service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

- **We use information to communicate with you about your account or our relationship.** We may contact you about your account or feedback. We might also contact you about this Notice or the Sites' Terms.
- **We will share information if we think we have to in order to comply with the law or to protect ourselves.** We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms and other agreements; or protect the rights, property, or safety of 35 Mile Foundation, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. Obviously, however, this does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this Notice.
- **We will share information with third parties who perform services on our behalf and affiliates.** For example, we may share information with vendors who send emails for us. We may also share information with companies that operate the Sites or run a promotion. We may also share the information with our subsidiaries and affiliates.
- **We may share information with our business partners.** This includes sharing for marketing or advertising or for purposes of running joint promotions. For example, we will share information with our affiliates to administer services or assist with processing orders or understanding preferences, rendering Services, or we might share information that third parties can use to serve you with ads they think you will like. This could include sharing with our partners what ads you view, and those third parties may use information for their own marketing or advertising purposes.
- **We may share information with any successor to all or part of our business.** As we continue to develop our business, we might sell or buy other telecommunication providers, stores, subsidiaries, or business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Notice (unless, of course, the customer consents otherwise). Also, in the unlikely event that 35 Mile Foundation, or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.
- **We may share information for other reasons we may describe to you.**

Your Choice to Opt-In or Opt-Out (Subject to Jurisdiction Specific Opt-In or Opt-Out Information Below)

You have the choice to opt-in to or opt-out from receiving certain emails to the email address or mobile number you provide to us at any time via the then-current policies of our third-party service provider for the same, HubSpot. The current opt-out policies of HubSpot may be found [here](#), though please note we do not control HubSpot's policies and cannot be sure the foregoing link is current. If you would like to learn more about HubSpot's policies and the corresponding opt-out, opt-in, or exercise of rights processes, please inquire with HubSpot. Please see below for ways to opt-in or opt-out of receiving certain communication from us.

General Opt-In: If you have opted-in to receiving messages from us, you expressly acknowledge consent to receiving such messages to the email, phone number, and address you have provided us, and that such messages may be from an automated system.

Note, however, that any communication or material you transmit to us by email or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary except as otherwise provided in this Notice or binding Terms. Except to the extent expressly covered by this Notice, anything you transmit or post may be used by us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, you expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

General Opt-Out: The Self-Regulatory Program for Online Behavioral Advertising program provides consumers with the ability to opt-out of having their online behavior recorded and used for advertising purposes. If you want to opt out, visit the [WebChoices Consumer Choice Tool Tutorial](#). Your opt-out is both browser and device specific.

You can always choose not to directly provide information, even though it might be needed to make a purchase or to take advantage of certain Services.

To stop receiving our promotional emails, you may opt-out by one of the following methods:

- Selecting the "Unsubscribe" link in any promotional email.

- Visiting our unsubscribe page at [Insert Unsubscribe Link ●] or logging into your account to change preferences (as applicable).
- Emailing us at info@35mile.org.

We may engage in interest-based advertising.

35 Mile Foundation and our third-party partners may display interest-based advertising using information gathered about you over time across multiple websites or other platforms. This might include apps. Interest-based advertising could include ads served to you after you leave the Sites, encouraging you to return. They may also include ads we think are relevant based on your purchasing habits or online activities. For example, providing you with promotional materials we think you would like based on your purchase or 35 Mile Foundation involvement activity. These ads might be served on websites or on apps. They might also be served in emails. We might serve these ads, or third parties may serve ads. They might be about our products or other companies' products.

To decide what is relevant to you, we may use information you make available to us when you interact with us, our affiliates, and other third parties in this way. For example, we or our partners might look at your selections or usage behaviors. We might look at these activities on our platforms or the platforms of others. We may work with third parties who might help gather this information or with whom we might share your information. These third parties might link your name or email address to other information they collect. That might include past purchases made offline or online, or it might include online usage information.

You can request access to certain information. You may request access to the personal information we maintain about you or request that we correct, amend, delete or block the information by emailing us at privacy@35mile.org. You may withdraw any consent you previously provided to us or object at any time on legitimate grounds to the processing of your personal information, and we will apply your preferences going forward.

You can control certain cookies and tracking tools. Your browser may give you the ability to control cookies, but it is dependent upon the type of cookie. Certain browsers can be set to reject browser cookies. Flash cookies cannot be controlled through your browser settings, so to control flash cookies, which we may use on certain websites from time to time, you can go [here](#). If you block cookies on your browser, certain features on our Sites may not work. If you block or delete cookies, not all of the tracking activities we have described here will stop. Choices you make are both browser and device-specific.

You can control tools on your mobile devices. For example, you likely can turn off the GPS locator or push notifications on your phone. You can also control these settings in apps.

Telecommunications Specific Provisions. Note that if 35 Mile Foundation is ever deemed or classified as a telecommunications company, the Federal Communications Commission (“**FCC**”) will have jurisdiction over a substantial portion of our operations. In recent years, the status of the FCC’s authority over broadband internet, in particular, has been in flux. We work to abide by all FCC guidance once promulgated.

Moreover, be advised that if 35 Mile Foundation is ever deemed or classified as a telecommunications company, 35 Mile Foundation will be subject to certain governmental request for personal information that other types of entities are not. In such instances, the National Telecommunications and Information Administration (“**NTIA**”), law enforcement agencies, and other entities may require disclosure of your personal information. When so, we will abide by the applicable law, which may not necessarily require or mandate notice to you (in some instances, the law may specifically preclude it). We ask that you keep this reality in mind when disclosing data to us or using our Services.

If 35 Mile Foundation is ever deemed or classified as a telecommunications company, your Customer Proprietary Network Information (“**CPNI**”) will be subject to industry-specific requirements. With respect to statements in the remainder of this Notice that describe the use and disclosure of information, such as sale of that information to third-party marketers, note that an exception may exist for CPNI. Where CPNI is at issue, we will abide by the applicable law as it may exist from time to time, as further qualification to the remainder of this Notice.

Specific State Privacy Rights

Depending on your location and other factors, specific state laws may apply. Note, however, that we make no representation or promise that such laws apply, it being acknowledged that this Notice alone does not grant you such rights even if you are a resident of such state. Moreover, to the extent language elsewhere in this Notice and the language of each jurisdiction-specific section below conflict, the language in the jurisdiction-specific section shall control where the state specific law applies as a result of all statutory requirements being met.

To the extent a given state’s laws apply because: (i) you enjoy the benefit and protection of the laws and government of each of the respective states and jurisdictions listed below, as applicable; and (ii) all threshold requirements for applicability are met, without

exceptions or exemptions dictating otherwise, certain of the following state-specific provisions apply:

California

This supplemental privacy notice applies to California residents is provided in order to comply with the California Consumer Privacy Act of 2018 ("**CCPA**"), the Consumer Privacy Rights Act of 2020 ("**CPRA**"), and other California privacy laws.

Consumer Rights Under the CCPA and CPRA. If applicable, the CCPA and CPRA establish several rights for you, the consumer.

You have the right to submit several requests regarding the personal information we have collected about you. You may make such a request for disclosure or deletion of personal information twice within any given 12-month period. We will provide responsive information for a period of 12 months preceding the date of your request. We will provide this information to you within a period of 45 days from the date of your request. If needed, we may require up to an additional 45 days to complete the request but will provide notice to you of the need for the additional time prior to the expiration of the initial 45-day period.

In order to respond to your request, we will need to obtain enough information from you to verify that yours is a valid and legitimate request. This provides further protection for your personal information.

Right to Request Disclosure of Sensitive and Personal Information. You may request that we disclose the categories of sensitive and personal information that we have collected about you, the specific pieces of sensitive and personal information that we have collected about you, or both.

Right to Correct Inaccurate Personal Information. In the event that any of the personal information we maintain about you is incorrect, you have the right to request that we correct it.

Right to Limit Use and Disclosure of Sensitive Personal Information. You may request that we limit the use and disclosure of your sensitive personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services, and other specific uses delineated in the CCPA and CPRA.

The CCPA and CPRA define "sensitive personal information" as personal information that reveals any of the following:

- A consumer's social security, driver's license, state identification card, or passport number;
- A consumer's account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account;
- A consumer's precise geolocation;
- A consumer's racial or ethnic origin, religious or philosophical beliefs, or union membership;
- The contents of a consumer's mail, email, and text messages unless the business is the intended recipient of the communication;
- A consumer's genetic data;
- The processing of biometric information for the purpose of uniquely identifying a consumer;
- Personal information collected and analyzed concerning a consumer's health; and
- Personal information collected and analyzed concerning a consumer's sex life or sexual orientation.

Right to Opt-Out. You may request that we stop sharing your personal information for cross-context behavioral advertising.

Right to Request Deletion of Personal Information. You also have the right to submit a request that we delete the personal information we have collected about you. There are several exceptions to the consumer's right to deletion; namely, we may retain your information despite your request for deletion if we require the information in order to do any of the following:

- Complete the transaction for which the personal information was collected;
- Provide a good or service requested by the consumer or reasonably anticipated within the context of a business's ongoing business relationship with the consumer;
- Otherwise perform a contract between the business and the consumer;

- Detect security incidents and protect against “malicious, deceptive, fraudulent, or illegal activity;”
- Use for internal debugging purposes or to repair software errors;
- Exercise free speech, ensure the right of another consumer to exercise free speech, or any other right provided by law;
- Use the information to comply with the California Electronic Communications Privacy Act;
- Engage in research in the public interest that follows all other privacy laws (with consumer consent);
- Enable solely internal uses that are reasonably aligned with the expectations of the consumer based on the consumer’s relationship with the business;
- Comply with a legal obligation; or
- Otherwise use the information internally in a lawful manner that is compatible with the context in which the consumer provided the information.

How to Submit a Request. We offer consumers various distinct methods for submitting requests to exercise their rights under the CCPA and CPRA:

- by emailing privacy@35mile.org; and
- reaching out to those at the Company you have had prior contact with.

Submitting a verifiable consumer request does not require that you have an active account with us, nor are you required to create an account. As previously noted, we will need to obtain enough information from you to verify your request in protection of your information before responding to your request. Information that we may need from you to verify your request may include the following:

- Legal name;
- Email address;
- Phone number;
- Date of birth;
- Last four digits of your social security number; and
- Billing address.

We may decline a consumer request if the time and resources that must be expended in order to respond to the request outweigh the reasonably foreseeable impact to the consumer from not responding, as provided by California law.

Requests by an Authorized Agent. A California resident may use an authorized agent to submit a right to know request or a request to delete. To use an authorized agent to submit such a request, the California resident must provide the agent with written authorization. In addition, the California resident may be required to verify their own identity with us or to authenticate the agent's authorization. We may deny a request from an agent that does not submit proof, including written authorization from the resident, that the agent has been authorized by the California resident to act on their behalf. However, such requirements will not apply where a California resident has provided the authorized agent with power of attorney pursuant to California Probate Code Sections 4000 to 4465.

Right to Not be Discriminated Against for Exercising the Rights to Disclosure or Deletion. We will not discriminate against you for exercising your rights under the CCPA and CPRA. Unless otherwise permitted by the CCPA, the CPRA, or other California law, we will not deny you goods or services, charge you a different rate for goods or services, provide you a different quality of goods or services, or suggest that any aspect of your service will change if you exercise any of your rights enumerated herein.

We Do Not Sell Your Personal Information. Currently, we do not sell your personal information. However, in the event that we are considering a sale, partial or complete, asset transfer, partial or complete, or other financing matter, we would make any and all necessary disclosures to you before certain information we possess concerning you may be accessed, disclosed, and/or processed by third parties. Such third-party access would be governed by a written agreement that limits such access, disclosure, and processing in accordance with the CCPA, CPRA, and other applicable law.

Our Right to Change Privacy Notice. The foregoing policy is effective as of October 16, 2024. We reserve the right to change this policy at any time by notifying visitors to our website of the existence and location of the new or revised privacy policy. Changes to the policy will be posted to this page, and if changes are significant, a summary of the changes will be posted at the beginning of the policy. By entering our Sites and by continuing to use our Services, you are accepting all terms and conditions outlined in this Notice.

If you have any questions about this policy, you may contact us at privacy@35mile.org.

California and Delaware “Do Not Track” Disclosures

Privacy regulations in the United States, such as the laws of California and Delaware, require us to indicate whether we honor your browser’s “Do Not Track” settings concerning targeted advertising. We adhere to the standards set out in this Notice and do not monitor or respond to Do Not Track browser requests.

Colorado

Under the Colorado Privacy Act (“**CPA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; and (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “CPA Request.”

Connecticut

Under the Connecticut Data Privacy Act (“**CTDPA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; and (vi) to appeal our decision in failing to act on your request within a reasonable time. In addition, as a Connecticut resident: (i) you may also have personal data provided by you deleted; and (ii) we will not require identification for you to take any of the actions described above.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or

citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “CTDPA Request.”

Delaware

Under the Delaware Personal Data Privacy Act (“**DPDPA**”), you may have a right to: (i) only have sensitive data processed pursuant to your express opt-in consent; (ii) have opt-out preference signals observed; and (iii) allows you the right to opt out of profiling in furtherance of solely automated decisions that produce legal or similarly significant effects. Moreover, you may (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; and (vi) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “DPDPA Request”.

Indiana

Under Indiana’s Digital Personal Data Protection Act (“**IDPDPA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; and (vi) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental

or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “DPDPA Request”.

Iowa

Under the Iowa Comprehensive Data Protection Act (“*ICDPA*”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) delete your personal data; (iii) obtain a personal data in a portable and technically feasible, readily usable format; and (iv) to appeal our decision in failing to act on your request within a reasonable time. Note that we do make use of targeted advertising as described in this policy.

Moreover, you may *opt-out* of our collection of government identifiers, account and login information, precise geolocation data, racial or ethnic origin, religious or philosophical beliefs, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information. You may also opt out of the sale of your personal data. To do any of the above, please contact privacy@35mile.org with the subject line “ICDPA Request”.

Montana

Under the Montana Consumer Protection Data Privacy Act (“*MTCDDPA*”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; in furtherance of solely automated decisions that produce legally similar significant effects concerning you; and (vi) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information,

and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “MTCDPA Request”.

Oregon

Under the Oregon Consumer Privacy Act (“**OCPA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; (vi) revoke previously given consent to process your personal data; and (vii) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “OCPA Request”.

Tennessee

Under the Tennessee Information Protection Act (“**TIPA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; and (vi) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “TIPA Request”.

Texas

Under the Texas Data Privacy and Security Act (“**TDPSA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; and (vi) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child. To do any of the above, please contact privacy@35mile.org with the subject line “TDPSA Request”.

Utah

Under the Utah Consumer Privacy Act (“**UCPA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) delete your personal data *that you provided to us as a controller*; (iii) obtain a personal data *that you provided to us as a controller* in a portable and technically feasible, readily usable format; (iv) to opt out of processing your personal data for targeted advertising, or sale of your data; and (v) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, please note that we *may collect* sensitive personal information, which may include government identifiers, account and login information, precise geolocation data, racial or ethnic origin, religious or philosophical beliefs, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information. You may *opt-out* of our collection of the same. You also may opt-in to have children under the age of 13’s data collected, which will require verifiable parental consent. To do any of the above, please contact privacy@35mile.org with the subject line “UCPA Request”.

Virginia

Under the Virginia Data Protection Act (“**VCDPA**”), you may have a right to: (i) confirm whether a controller is processing your personal data and to allow access to your personal data; (ii) correct inaccuracies in your personal data; (iii) delete your personal data; (iv) obtain a personal data in a portable and technically feasible, readily usable format; (v) to opt out of processing your personal data for targeted advertising, sale of your data or profiling; and (vi) to appeal our decision in failing to act on your request within a reasonable time.

Moreover, your affirmative *opt-in* consent is required for collection of sensitive data, which may include collection of government identifiers, account and login information, precise geolocation data, personal data revealing racial or ethnic origin, religious beliefs, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or citizenship status, genetic or biometric data, union membership, contents of mail, email, and text messages, generic data, sexual orientation, and health or biometric information, and the personal data of a known child.. To do any of the above, please contact privacy@35mile.org with the subject line “VCDPA Request”.

Our Sites/Minors

Our Sites are meant for people at least 18 years old. We do not knowingly collect personally identifiable information from children under 13 without permission from a parent or guardian. If you are a parent or legal guardian and think your child under 13 has given us information, you can email us at privacy@35mile.org or you can write to us at the address listed at the end of this Notice. Please mark your inquiries “COPPA Information Request.” Parents, you can learn more about how to protect children’s privacy on-line here: [FTC Children's Privacy](#).

We store information in the United States.

Information we maintain is stored within the United States. If you live outside of the United States, you understand and agree that we may transfer your information to the United States. The Sites are subject to U.S. laws, which may not afford the same level of protection as your country.

We use standard security measures.

We use reasonable measures to protect the information you share with us. This includes physical measures. It also includes technical and administrative measures. We use firewall encryption where appropriate. We may also use Secure Socket Layer encryption. Please remember that no data security measures are 100% secure all of the time. We keep

personal information as long as it is necessary or relevant for the practices described in this Notice. We also keep information as otherwise required by law.

Our Sites and Do Not Track Signals.

Some browsers transmit Do Not Track (DNT) signals to websites. Due to the lack of a common interpretation of DNT signals throughout the industry, we do not currently alter, change, or respond to DNT requests or signals from these browsers. We will continue to monitor industry activity in this area and reassess our DNT practices as necessary.

We may link to other sites or have third party services on our Sites we do not control.

If you click on a link to a third-party site, you will be taken to websites we do not control. This Notice does not apply to the privacy practices of that website. Read the privacy policies of other websites carefully. We are not responsible for these third-party sites. Our Sites may also serve third party content that contains their own cookies or tracking technologies. We do not control the use of those technologies. We also do not control the privacy practices of our affiliates. This includes their use of cookies and other tracking technologies.

How to Contact Us

If you have any questions or concerns about this Notice, you may contact us at:

35 Mile Foundation

Attn: Privacy

PO Box 329

Fort Collins, CO 80522

Email: privacy@35mile.org

Disclaimer, Limitation of Liability and Indemnity

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REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THE SITES. YOUR USE OF THE SITES IS AT YOUR OWN RISK. NEITHER 35 Mile Foundation NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THE SITES, OR ANY INFORMATION OR MATERIALS PROVIDED ON THE SITES. COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITES OR ANY MATERIALS ON THE SITES, OR WITH ANY OF COMPANY'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, VENDORS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING OR ARISING OUT OF YOUR BREACH OF ANY OF THIS NOTICE.

Indemnification

You agree to indemnify and hold 35 Mile Foundation, its affiliates and their respective parents, subsidiaries officers, directors, employees, agents and representatives harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising in any way out of: (a) your participation in the Sites, (b) any violation of this Notice by you, (c) the violation, infringement or misappropriation by you, or another using your account, of any intellectual property or other right of any person or entity, including, but not limited to, trademark, copyright, right of publicity and right of privacy, or (d) any pornographic, hate-related, threatening, libelous, obscene, harassing or otherwise objectionable or offensive material contained in any of your postings or other communications.

Terms and Conditions, Notices, Revisions

If you choose to visit any of our Sites, your visit and any dispute over the terms and conditions of the Sites or your use of or purchase of products through the Sites is subject to this Notice and our Terms and Conditions, including limitations on damages, resolution of disputes, and application of the law of the State of Colorado to certain aspects. Our business changes constantly, as will our Notice and the Terms of Conditions. We may post

a banner and a link on our main homepage at 35mile.org notifying you of any material change so please check the Sites frequently for such recent changes.

Except where prohibited, by visiting and using the Sites, you agree that (1) any and all questions, controversies, claims and causes of action arising out of or connected with the construction, validity, interpretation, and enforceability of this Notice shall be brought in a court of competent jurisdiction located in Denver, Colorado, and shall be resolved individually, without resort to any form of class action or representative action, and you agree that you shall not seek to aggregate any claims with other individuals. (2) 35 MILE FOUNDATION AND ITS OFFICERS, AGENTS, AFFILIATES, EMPLOYEES, DIRECTORS OR OWNER'S (FOR THE PURPOSE OF THIS SECTION, "35 MILE FOUNDATION") LIABILITY ARISING IN CONNECTION WITH THIS NOTICE WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF \$1.00 AND SHALL BE FURTHER LIMITED TO ACTUAL DAMAGES EQUAL TO OR LESS THAN SUCH AMOUNTS, RESPECTIVELY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, COMPANY SHALL NOT BE LIABLE FOR, AND YOU WAIVE ALL RIGHTS TO CLAIM ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR ATTORNEYS' FEES ARISING OUT OF THIS USER GENERATED CONTENT POLICY, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED (EVEN IF YOU OR ANY OF YOUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), AND TO RECOVER OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, NOR SHALL AN ENTRANT BE ENTITLED TO RESCIND THIS AGREEMENT NOR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF; (3) you consent to collection of personal information; (4) you are granted a right to know what personal information has been collected upon request, including what is sold or disclosed, and to whom; (4) the right to opt out of any sale of personal information; (5) the right to deletion of any personal information; and (6) the right to non-discrimination with respect to any personal information.

Non-Waiver

The failure of us to insist upon performance of any of the terms and conditions of this Notice, or the waiver of any breach of, or the decision to not exercise any of its rights under, any of the terms or conditions of this Notice, shall not be construed as thereafter waiving any such terms and conditions, or any other terms and conditions of this Notice. Any waiver must be in writing and signed by us. The failure of us to comply with this Notice because of an act of God, war, fire, riot, terrorism, earthquake, pandemic, actions of

federal, state or local governmental authorities or for any other reason beyond the reasonable control of 35 Mile Foundation, shall not be deemed a breach of this Notice.

Legal Basis for Data Processing

We process Personal Data for the purposes set out in this Notice, as described above. Our legal basis to process Personal Data includes processing that is: necessary for the performance of the contract between you and 35 Mile Foundation (for example, to facilitate a purchase on 35 Mile Foundation, to provide you with other services that you request, or for resolving billing or customer service inquiries related to your use of our services); necessary to comply with legal requirements (for example, to comply with applicable accounting rules or to make mandatory disclosures to law enforcement); necessary for our legitimate interests (for example, to manage our relationship with you and to improve the website and our services); and, where legally required and we have no other valid legal basis to process Personal Data, we will use consent by our customers (for example, to provide you with marketing information or share information with third parties), which may subsequently be withdrawn at any time (by emailing privacy@35mile.org without affecting the lawfulness of processing based on consent before its withdrawal. In some instances, you may be required to provide us with Personal Data for processing as described above, in order for us to be able to provide you all of our services, and for you to use all the features of the Sites.

International Transfers of Personal Data

To the extent that 35 Mile Foundation is subject to the laws of the European Union or other third country when processing personal data ("***Personal Data***"), it shall be the "data controller" under such laws. The nature of 35 Mile Foundation's business means that the Personal Data collected through our services will be transferred to the United States. Also, 35 Mile Foundation personnel and some of the third-parties to whom we disclose Personal Data (as set out above) are located in the United States. We take appropriate steps to ensure that recipients of your Personal Data are bound to duties of confidentiality, and we implement measures such as standard data protection contractual clauses to ensure that any transferred Personal Data, remains protected and secure. If you are aware of changes or inaccuracies in your information, you should inform us of such changes so that our records may be updated or corrected. You may contact us at privacy@35mile.org. You may lodge a complaint with a supervisory authority if you consider that our processing of your Personal Data infringes applicable law. A list of EU data protection authorities is available at https://edpb.europa.eu/about-edpb/about-edpb/members_en.

Content Uploader

We respect the intellectual property rights of third parties and respond to allegations that copyrighted material has been shared through our Sites or Services, without authorization from the copyright holder, in accordance with the safe harbor set forth in the Digital Millennium Copyright Act ("**DMCA**"). We will also, in appropriate circumstances and at our discretion, disable and/or terminate the use of the Sites or Services by users who may infringe or repeatedly infringe the copyrights of others in accordance with the DMCA.