PRIVACY POLICY FOR CARRIER SERVICES
Last Updated: September 1, 2026

46 Labs is committed to honoring the privacy of our Users or our Service and visitors to our Website. The following policy outlines information gathering, use and disclosure practices with respect to User information that is collected by 46 Labs or provided by our Users. Accessing our Services or using the Website constitutes acknowledgement that you, the User, have read and accepted the practices, procedures and terms and conditions of this privacy policy.

1. Definitions.

1.1. "46 Labs Network and Services" shall have the meaning defined in 46 Labs' AUP.

1.2. "Customer Proprietary Network Information" or "CPNI" shall mean the confidential information about a User's purchase and use of Services, such as: call detail records, the types and amount of telecom products and services bought, user location information, and user invoice information. This type of information is required for us to perform the Services.

1.3. "EU Countries" shall mean and refer to the following countries: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK.

1.4. "Letter of Authorization" or "LOA" shall mean a request for a letter from the Customer, and usually a specific User, that is required for 46 Labs to access and purchase services in various geographies on behalf of the Customer.

1.5. "Personally Identifiable Information" or "PII" shall mean information about a User including personal demographic information, such as name, street address, email address, billing address, social security number, credit card number, copies of government issued identification, other service account information, and certain other financial information. This information may be required to provide Service on behalf of the Customer and their Users. The Customer and/or the User will be notified when the specific PII is required to perform Services on their behalf.

1.6. "PP" shall mean this privacy policy.

1.7. "Website" shall mean www.46labs.com. The Website Privacy Policy is publicly available on the website.

2. Information Collected and Used by 46 Labs.

2.1. Personal Demographic Information. This Information may include personal demographic information, such as name, street address, email address, billing address, government identification number, credit card number, or copies of government issued identification.

2.2. E-Mail. 46 Labs' policy is not to read or disclose private e-mail communications that are transmitted using 46 Labs services except to respond, if directed to us, or as required to operate the service, as set forth in the terms of use and policies established from time to time governing the service, or for other legally permissible purposes.

2.3. User Feedback. 46 Labs may ask contact information or conduct on-line surveys in order to better understand User's needs and to provide a customized experience. If User feedback is to be used other than as set forth in this policy, it will be disclosed at the time of collection. 46 Labs takes commercially reasonable steps to safeguard this information from unauthorized access. Information obtained under this section, including but not limited to user questions, suggestions, ideas or other creative material belongs to us and will not be treated as confidential. 46 Labs may use, reproduce, adapt, distribute, display, disclose or create

derivative works from this information without acknowledgement or compensation to the User.

2.4. Discussion Areas. 46 Labs may provide discussion areas so that Users can communicate freely and share ideas. Any information that is disclosed in these areas becomes public information. These discussion areas may be monitored by 46 Labs or law enforcement officials in order to enhance the safety and respect for all of our Users and visitors. 46 Labs reserves the right to edit discussion area content, however, 46 Labs is not responsible for any content or information posted to these discussion areas.

2.5. **CPNI and Personally Identifiable Information, Use, Collection and Management**.

2.5.1. On the Service. Except as otherwise provided in the AUP or PP, 46 Labs only uses CPNI or PII to provide, manage the internal operations of and provide security for our Service in a manner consistent with the AUP. The Customer is required by the MSA to provide certain CPNI and PII for the Service to work properly. We may provide CPNI or PII Companies or vendors where necessary to and for the limited purpose of processing Customer requests, processing a Customer authorized transaction or providing other products or services. Furthermore, 46 Labs may disclose or transfer certain PII or other information about a Customer or User (a) to provide enhanced services; (b) for 46 Labs to market services or products among the categories of services or products currently provided; (c) to obtain a credit report; (d) to protect the confidentiality or security of Customer records; (e) to comply with law enforcement, government mandate or other legal requirement if appropriate or in connection with an investigation or prosecution of possible unlawful activity; (f) to our attorneys, accountants, and regulators; (g) in connection with a sale, acquisition or merger of 46 Labs or our assets, or (h) for other legally permissible purposes. CNPI and PP gathered via use of the Service will not be used for sold to third parties for marketing purposes without the prior written consent of the Customer.

2.5.2. CPNI. CPNI is protected by specific federal or local laws and regulations. 46 Labs will disclose CPNI without Customer consent only: (a) to initiate, render, bill and collect for Services, (b) to protect the Customer and Users or other carriers from illegal or fraudulent use of, or subscription to, 46 Labs services or property rights, (c) to provide call location information in certain specified emergency situations, (d) under the order of a regulator or Court of competent jurisdiction in the Country where the data resides, or (e) 46 Labs may disclose the name, address and contact information of the Customer to a consumer or their representative where it reasonably believes there is a threat of litigation..

2.5.3. PII. 46 Labs sole purpose of gathering this information is to be able to order services from third-party vendors on behalf of the Customer. The request will come directly from an account representative of 46 Labs and stored in a secured, encrypted location with shared access given to the Customer.

2.5.4. **Access, Updates, Retention to Personally Identifiable Information.**

2.5.4.1. Access, Updates or Revisions. Users may be permitted to update Personally Identifiable Information either directly through the Service Platform or by contacting us as indicated in Section 8.

2.5.4.2. Retention. Unless longer retention is required by law, 46 Labs will only retain copies of such information necessary to comply with governmental regulation, orders, and as otherwise reasonably necessary to provide the Service. Retention Periods for Personally Identifiable Information vary by Jurisdiction the current retention periods for the Jurisdictions we serve are:

- United States: during the Term of the Service and for 18 months following termination.

- EU Countries: during the Term of the Service and for 18 months following termination.
- All other jurisdictions: during the Term of the Service and for 18 months following termination.

3. Access, Updates to CPNI.

3.1. Access, Updates or Revisions. Customers may be permitted to access CPNI through the Service Platform or by contacting us as indicated in Section 8.

3.2. Retention. Unless longer retention is required by law, 46 Labs will only retain copies of such information necessary to comply with governmental regulation, orders, to resolve disputes, troubleshoot problems, enforce the Agreement and as otherwise reasonably necessary to provide the Service. Retention Periods for CPNI and Personally Identifiable Information vary by Jurisdiction the current retention periods for the Jurisdictions we serve are:

- United States:
  - For call detail records ninety (90) days from the creation of the call detail record.
  - For all other Customer records including invoices (18) months from the most recent Service Use.
- EU Countries: (6) six years from the most recent Service Use.
- All other Jurisdictions: (6) six years from the most recent Service Use.

4. Data Security. 46 Labs has put in place appropriate security measures to prevent User's personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your personal data to 46 Labs' employees, agents, contractors and other third parties who have an organizational need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so. 46 Labs makes no warranty, guarantee, or representation that use of our 46 Labs Network and Services are protected from all viruses, security threats or other vulnerabilities or that User information will always be secure.

5. User Use of Passwords or User Identifications. Except as specifically permitted by this PP, Users shall not, lend, give, or otherwise disclose any passwords or user identifications to any unauthorized person, or permit any unauthorized person to use their accounts or related passwords or user identifications. Failure to properly protect User passwords or identifications may result in the loss of control over Personally Identifiable Information. Any failure to protect the disclosure of passwords or user identification shall be the sole responsibility of the User. If User passwords or identifications have been compromised for any reason, the User should immediately change such password or user identification or notify 46 Labs so corrective action may be taken.

6. Disclosure Consent. Use of 46 Labs Network and Services constitutes voluntarily consent by the User to the collection and use Personally Identifiable Information as described in this PP or the Agreement. Users may request 46 Labs restrict the use and disclosure of this information by contacting as indicated in Section 8. **Note**: restrictions on the use of this information my hinder or render 46 Labs unable to provide services in the same manner or at the same level of quality and

any such restriction that inhibits a User's use of the Service would be subject to credit limitations as described in the SLA and could be deemed by 46 Labs, in its sole discretion, as not entitling the Customer to a Support Failure Credit as described in the Service Support Agreement.

7. **Modification and Update.** 46 Labs reserves the right to modify this PP as indicated in the MSA.

8. **Your Rights and Contacting 46 Labs regarding this Privacy Policy.**

8.1. Rights. In certain Jurisdictions, you have the right to make a complaint to your local regulator for consumer or data protection regulator. Under certain circumstances, you have rights under data protection laws in your country in relation to your Personally Identifiable Information. This can include access to, correction of, erasure of, restricting access to, or withdrawal of consent to use your Personally Identifiable Information. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response. Please contact us with questions about these rights.

8.2. Contacting Us. For matters concerning this Privacy Policy including questions regarding violations or access to your private information, please contact us at:
46 Labs LLC
Attn: Data Privacy Officer – Daniel Howard
1503 E. 19th St. Edmond OK, 73013
By email: support@46labs.com Subject Line: Data Privacy Officer
By phone: +1 5128313664 ask for Support Desk