

## **Privacy Policy**

Please contact us via postal mail with any questions and concerns about the following privacy policy and/or terms of use.

Customer Service  
Mountain Pass Utility Company  
9532 E. Riggs Road  
Sun Lakes, AZ 85248

The term “we,” “us” “our” or “Mountain Pass Utility Company” as used in this Policy shall mean, unless specifically stated otherwise in the context of such use, Mountain Pass Utility Company and Robson Communities, Inc., and its affiliates, including without limitation the contractors, engineers, developers and construction companies associated with Mountain Pass Utility Company and Robson Communities, Inc.

### **OUR WEBSITE PRIVACY POLICY**

This website privacy policy (“Policy”) describes the collection, use, maintenance and disclosure of *Personally Identifiable Information* collected through this website, i.e. www.MountainPass.com (this “Site”). *Personally Identifiable Information* is shared amongst Mountain Pass Utility Company, Robson Communities, Inc. and its affiliates, as described above and contractors and vendors. By using this Site, “you”, the user, agree to be bound to the following:

We collect information when you interact with us on-line by your visits to and use of the Site. That information may be *Personally Identifiable Information* or it may be Aggregate Information. Aggregate information is information about user and browsing behavior that does not contain any *Personally Identifiable Information* or from which any *Personally Identifiable Information* has been removed. For example, for each visitor to the Site, our web server automatically recognizes the consumer’s domain name or IP address. We may also use “cookies”. Cookies are record-keeping tracking tools electronically placed on your hard drive through your use of the Site that may automatically track and collect information about your use of the Site, such as, by way of example not limitation, what pages you access or visit and when. Cookies can be used to customize, monitor or regulate the use of the Site and/or to personalize your experience on the Site. Through the use of cookies, we can customize the Site for a richer website experience to individual visitors. We may also use Aggregate Information for historical, statistical or analytical purposes. You acknowledge and agree that we may collect, compile, store and otherwise disclose or use any and all Aggregate Information collected on the Site.

#### **What *Personally Identifiable Information* is collected through this Site?**

Personally Identifiable Information collected through this Site may include, without limitation:

- first and last name;
- company name;
- mailing or service address;
- usage data gathered from the meter;
- payment information;
- e-mail address; and/or

- telephone number.

For example, if you choose log in to the Customer Portal to update your contact information or to pay an outstanding bill we may collect your name, phone number, email address or address to complete the requested action. The information above is collected from you only if you voluntarily submit such information. You can always choose not to supply *Personally Identifiable Information*, except that may prevent you from engaging in certain Site related activities.

#### **How do we use the *Personally Identifiable Information* that is collected on this Site?**

- To send you periodic postal and/or email mailings from us, including without limitation invoices and meter usage information;
- Generate billing statements;
- To support and improve our business services and operations;
- To send you information or communications about transactions between you and us;
- To comply with legal requirements, such as if we are required to do so by law or to the extent necessary to comply with law, respond to or defend claims or to protect our rights;
- To direct you to particular information on the Site or otherwise personalize your user experience of the Site; and
- For any other lawful purpose.

#### **How do we respond to “do not track” signals?**

- This Site does not monitor or identify “do not track signals” from your computer, and such signals will not impact the general operation of this Site. We track whatever information gets transmitted to us. You can choose to adjust your web browser to alert you or disable tracking tools like cookies. However, we provide you with no assurances that any such options from your internet provider operate properly to prohibit tracking when you use this Site. Nevertheless, keep in mind that if you do not give us certain information or turn off tracking tools, your experience on the Site may be different.
- Note: You can also choose whether or not to voluntarily supply us with contact information by not submitting on-line requests on this Site.

#### **Your *Personally Identifiable Information* collected through this Site may be shared with what third party persons or entities?**

- Our subcontractors, contractors, service providers, vendors, agents or representatives in connection with the operations of our businesses, including without limitation our financial institutions, insurance agencies, financial service providers, cloud-based information management systems;
- With third party vendors (such as Continental Utility Solutions, Inc.) for the purpose of billing, remittance, and related Mountain Pass Utility Company services;

- In the event of the sale of all or any portion of our business or companies, with such purchaser and its representatives to the extent relevant to such transaction; and
- Such third parties as is required, permitted or authorized by law.
- Mountain Pass Utility Company, Robson Communities, Inc., and its affiliates will not sell or provide personal customer, employee or vendor information to third parties for commercial benefit.

**How can you review and request changes to YOUR *Personally Identifiable Information* collected through this Site?**

- You can correct or update your contact information by accessing the Customer Portal on the Site, sending us the information at the above postal address or calling the Account Inquiries phone number listed on the Site.
- If you want to stop receiving e-mails you can (i) update your communication preferences by accessing the Customer Portal on the Site, (ii) send us your removal request at the above postal address, or (iii) call the Account Inquiries phone number listed on the Site.

**How do we protect the *Personally Identifiable Information* collected through this Site?**

We adopt reasonable and appropriate data collection, storage and processing practices and security measures to seek to protect against unauthorized access, alteration, disclosure or destruction of your *Personally Identifiable Information* collected through this Site. Those processes, practices and procedures may change from time to time. While protecting consumer privacy is important to us, and efforts are made to secure such *Personally Identifiable Information*, no website or procedure is 100% secure.

**What is the Effective Date of this Privacy Policy and will it change?**

This document was last updated on November 9, 2021. We reserve the right to change this policy from time to time. We will notify you of changes to this Policy by updating this Policy on the Site and setting forth the date on which the update was made. The most recent version of this Policy will be posted here. Therefore, we encourage you to check this Policy on the Site from time to time for updates. You acknowledge and agree that it is your responsibility to review this Policy periodically and become aware of any changes.

**ATTENTION CALIFORNIA RESIDENTS-YOUR CALIFORNIA PRIVACY RIGHTS:**

We have a policy of not disclosing personal information of California resident customers to third parties (except to the extent permitted by California Civil Code Section 1798.83) for the third parties' direct marketing purposes if the customer has exercised an option that prohibits that information from being disclosed to third parties for those purposes, unless such customer first affirmatively agrees to that disclosure. For purposes of this California privacy rights, "personal information" shall have the meaning set forth in California Civil Code Section 1798.83(e)(7).

**OUR WEBSITE TERMS OF USE**

By using this Site, you, the user, agree to be bound to the following "Terms of Use:"

Although we use reasonable efforts to make the content of this Site accurate, typographical errors and inaccuracies may occur and the information may not be current. The content and use of this web site, is presented "as is" and without warranty. We do not make any representations and warranties and provide no guarantee of the accuracy and completeness of all information on the Site and disclaim all warranties,

express or implied, including without limitation implied warranties or conditions of merchantability or fitness for a particular purpose or non-infringement, with respect to this Site and any content, information, products or services stated on this Site. Without limiting the foregoing, any rates published on this Site is subject to change without notice. All products and services referenced on this Site are subject to their terms and conditions as well as applicable law. We reserve the right to remove and/or change any images, information or any other aspect of the Site at any time without notice. We also reserve the right to terminate your access to the Site or any portion thereof, at any time, for any or no reason, without notice.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE HAVE ANY LIABILITY WHATSOEVER ARISING FROM OR RELATED TO YOUR USE OF OR THE PERFORMANCE OF THE SITE, ANY CONTENT OR INFORMATION OBTAINED THROUGH THIS SITE OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE OR THE INABILITY TO USE THIS SITE. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF OPPORTUNITY), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You understand and agree that your use of the Site is at your own risk and that we do not represent or warrant that the Site is completely free from viruses, other harmful data or components or that your use of the Site may otherwise cause damage to your computer system or loss of data or other damage to you or your property.

To the maximum extent permitted by applicable law, the Policy and the Terms of Use shall be interpreted in accordance with the laws of the state of Arizona without regard to the conflict of law provisions and any disputes concerning the Site, including without limitation the use thereof, the contents thereof or the performance thereof, shall be brought solely in a court of competent jurisdiction located in Maricopa County, Arizona. You hereby consent to the exclusive jurisdiction of the above venue.

We do not knowingly collect information from children under the age of 13. We do not target or direct this Site to children. This Site is intended for users over the age of 18 and no person 18 years of age or under should use or submit information through this Site.

This Site may contain links to third party websites, by way of example, not limitation, payment services such as Continental Utility Solutions, Inc., or other content. We do not control any such links or third party websites and we are not responsible for their content, their practices or their privacy policies or any damage caused to you by such other website. In addition, those sites or services, including their content and links, may change from time to time. Any information that you provide to such third party websites are not subject to this privacy policy; rather they are subject to the privacy policy of that website. Similarly, such websites may have their own customer service policies and terms of use. You should review the terms of use and privacy policy of each website you visit or link to. Any such links are provided for your convenience only. Any such link is not intended to and should not be interpreted to endorse, sponsor, create a joint venture or any other affiliation between us and such third party. Browsing and interaction on any other website, including websites which have a link to our site, is subject to that website's terms.

This Site and all of its contents are our property and shall not be reproduced, copied, distributed or used, in whole or in part, without our express written permission. Without limiting the foregoing, we are the owners of certain trademarks, tradenames and servicemarks, whether or not they are specifically marked as such and whether or not they are or are not registered with any applicable state or federal governmental

agency, used on this Site. A number of these tradenames, trademarks or service marks are registered with the Arizona Corporation Commission and/or the United States Patent and Trademark Office In addition, the Site may also contain trademarks, tradenames and service marks that belong to third parties. Such other trademarks, tradenames and service marks are the property of their respective third party owners. Any unauthorized use of any trademarks, tradenames, service marks, copyrights or other intellectual property, whether registered or unregistered, on this Site is strictly prohibited.

This Site may be accessed by users throughout the United States and internationally.

### **Your Acceptance of the Privacy Policy and Terms of Use**

By using this Site, including without limitation submitting any *Personally Identifiable Information* through this Site, you agree to the then current terms of this Policy and the Terms of Use. If you do not agree to this Policy or the Terms of Use, do not use the Site. To the fullest extent permitted by law, your continued use of the Site following the posting of any changes to this Policy or the Term of Use will be deemed your acceptance of those changes. You further agree that you are responsible for all information, data, images and files that you (or someone using your account) transmit via this Site. You represent, warranty and agree that (i) you are at least 18 years of age; (ii) your use of the Site is legal in and does not violate the laws of the jurisdiction in which you reside or from which you use or access the Site; (iii) all information, data, images and files that you (or someone using your account) transmit via this Site are correct and virus free; (iv) you (or the person using your account has) have the requisite legal right and authority to transmit such information, data, images and files transmitted via this Site; (v) you are using this Site only to access your own customer account with Mountain Pass Utility Company or obtain information regarding Mountain Pass Utility Company services and rates; and (vi) you have the legal right, capacity and authority to agree to the Policy and Terms of Use and do agree to use the Site in accordance with the Policy and Terms of Use and in accordance with all applicable law. You agree to indemnify, defend and hold us and our owners, officers, directors, employees, agents, contractors and representatives harmless for, from and against any and all liability, damages, loss, claim and expense (including without limitation, reasonable attorneys' fees and other enforcement costs) related to or arising from any of your representations and warranties set forth in the Policy and Terms of Use and/or your failure to comply with any of the terms of the Policy or Terms of Use.

If any provision of the Policy or Terms of Use is deemed unlawful, void or unenforceable, that provision shall be deemed severable from and shall not affect the validity or enforceability of the remaining provisions of the Policy and Terms of Use.

If you feel that this Site is not following this Policy or the Terms of Use, please promptly contact us at the above postal address with your concern.

Effective Date: 11/09/2021