

**PHILLIPS COUNTY COMMUNICATIONS, LLC  
PC TELCORP, INC.**

**Open Internet Policy  
(as of October 2018)**

Phillips County Communications, LLC (“PCC, LLC) and PC Telcorp, Inc., all d/b/a PC Telcom is committed to an open Internet and supports the following Net Neutrality principles:

- Transparency
- NO Blocking of Internet content, subject to reasonable network management as described below
- NO Throttling of Internet content, subject to reasonable network management as described below
- NO Unreasonable Discrimination
- NO Paid Prioritization of Internet content
- Freedom of Customers to access lawful content
- Freedom of Customers to use non-harmful applications of their choice
- Freedom of Customers to attach non-harmful personal devices

This Open Internet Policy sets forth certain information regarding the policies and practices of PC Telcom and how we manage our network for broadband internet access service (the “PC Telcom Network”). This Open Internet Policy is a supplement to and is incorporated by reference in the PC Telcom General Terms and Conditions (“Service Agreement”) (available at: [www.pctelcom.coop](http://www.pctelcom.coop)) and Internet Lease Terms and Conditions (available at: [www.pctelcom.coop](http://www.pctelcom.coop) (the “Internet Lease”), and in the event of any inconsistency between this Open Internet Policy, the Service Agreement, and the Internet Lease, this Open Internet Policy shall control.

PC Telcom’s broadband access service is comprised of fiber, fixed wireless, fixed wireless LTE and cable modem service, depending on the geographic area served. Generally, given the nature of fixed wireless services, certain circumstances may affect the speed and quality of the Service, including but not limited to foliage, line-of-sight obstructions, the distance between a Customer’s premises and the transmission point, as well as the Customer’s connection of multiple devices to the PC Telcom Network. Although we have engineered the PC Telcom Network to provide consistent high-speed data services, some network management for these scenarios is required, primarily with wireless internet connections, because very heavy data usage by even a few customers at times and places of competing network demands can affect the performance of all Customers.

**I. NETWORK MANAGEMENT PRACTICES**

- A. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from lawful content.

- B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.
- C. Affiliated Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of our affiliates, defined as an entity that controls, is controlled by, or is under common control with PC Telcom.
- D. Paid Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.
- E. Congestion Management: Our Service is provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Customers experience as high quality a service under varying usage periods. Our typical frequency of congestion is estimated at <.1% for Fiber To The Premise (FTTP) service, <1% for Cable Modem service, and <4% for fixed wireless service. Customers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the Application for Service (as defined in Subsection II). In a manner consistent with our Service Agreement and Privacy Policy, we may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the PC Telcom Network. To help manage traffic on the PC Telcom Network, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.
- i. We may also use specific traffic shaping software in order to reduce unusually high levels of fixed wireless congestion.
  - ii. We may also conduct deep packet inspection (“DPI”), which is a type of filtering that will examine the data and/or header part of Internet traffic for viruses, spam, intrusions, or protocol non-compliance that may harm the PC Telcom Network; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreement. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
  - iii. If we determine, in our sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers or the PC Telcom Network, we reserve the right to apply additional congestion management techniques.
  - iv. We may manage maximum session length and terminate sessions that exceed the maximum length even if Customer is actively using the connection.

- F. Application-Specific Behavior: Subject to the qualification that PC Telcom may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, PC Telcom generally treats all lawful applications identically. However, we reserve the right to block or limit access to any applications, ports or protocols that we determine, in our sole and reasonable discretion, may expose the PC Telcom Network to potential legal liability, harm the PC Telcom Network or otherwise interfere with or impair the experience of other Customers on the PC Telcom Network. The PC Telcom Network may also not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/software.
- G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the PC Telcom Network. PC Telcom Network does not limit the types of devices that can be connected to the PC Telcom Network, provided they are used for lawful purposes and do not harm the PC Telcom Network, violate our Service Agreement, or harm other users of the PC Telcom Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the PC Telcom Network negatively impacts other users or the PC Telcom Network, or may expose us to potential legal liability, we reserve the right to limit or restrict Customers' ability to connect such type of device to the PC Telcom Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us at 970-854-7500 or 866-398-1660. Depending on your level of Service and your Service Agreement, there may be an additional monthly fee for IT support services.
- H. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the PC Telcom Network. We monitor the PC Telcom Network for security threats and may prohibit certain activity on the PC Telcom Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the PC Telcom Network or to other Customers. Triggering conditions include but are not limited to denial of service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious and typically persistent. If we notice excessive Customer connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the PC Telcom Network or use by other Customers, we will attempt to notify the Customer to work collaboratively to remedy the issue to the extent possible; however, we reserve the right as a reasonable security practice, without advance notice, to block any Customer traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to be problematic) that we determine, in our sole and reasonable discretion, may cause harm to the PC Telcom Network or to other Customers, or may expose us to potential legal liability.

## **II. PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS**

Specific Service fees and rates for an individual Customer are set forth in the Customer's Application for Service, as defined in the Service Agreement ("Application for Service"). Various information is also publicized on the PC Telcom Website.

- A. Service Description and Pricing: Links to a current description of the categories of Internet access service offered to residential and business Customers are available at the links set forth below, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications:

## **RESIDENTIAL**

Details of all plans are available at: [www.pctelcom.coop](http://www.pctelcom.coop). All speeds listed are download/upload.

### **Amherst**

**Amherst:** Fiber at the following speeds (25/3, 45/5, 75/10, 200/20, 1G/100)

**Rural Amherst:** Alvarion Fixed Wireless at the following speeds (4/1, 6/1, 12/1)

**Rural Amherst:** Fixed Wireless – LTE at the following speeds (6/1, 12/1, 25/3)

### **Fleming**

**Fleming City:** Cable Modem at the following speeds (25/3, 45/5, 75/10, 200/20)

**Rural Fleming:** Fixed Wireless-LTE at the following speeds (6/1, 12/1, 25/3)

### **Haxtun**

**Haxtun City:** Cable Modem at the following speeds (25/3, 45/5, 75/10, 200/20)

**Rural Haxtun:** Fixed Wireless-LTE at the following speeds (6/1, 12/1, 25/3)

### **Holyoke**

**Holyoke:** Fiber at the following speeds (25/3, 45/5, 75/10, 200/20)

**Rural Holyoke:** Alvarion Fixed Wireless at the following speeds (4/1, 6/1, 12/1)

**Holyoke:** Fixed Wireless – LTE at the following speeds (6/1, 12/1, 25/3)

### **Julesburg**

**Julesburg City:** Cable Modem at the following speeds (25/3, 45/5, 75/10, 200/20)

**Rural Julesburg:** Fixed Wireless-LTE at the following speeds (6/1, 12/1, 25/3)

### **Ovid**

**Ovid City:** Cable Modem at the following speeds (25/3, 45/5, 75/10, 200/20, 1G/100)

**Rural Ovid:** Fixed Wireless-LTE at the following speeds (6/1, 12/1, 25/3)

## **Sedgwick**

**Sedgwick City:** Cable Modem at the following speeds (25/3, 45/5, 75/10, 200/20)

**Rural Sedgwick:** Fixed Wireless-LTE at the following speeds (6/1, 12/1, 25/3)

## **BUSINESS**

Details of all business plans are available at: [www.pctelcom.coop](http://www.pctelcom.coop).

- B. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): We do not offer data-related Specialized Services to Customers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering. However, there may be a temporary slowing of Internet speed when using any of PC Telcom’s broadband and VoIP services at the same time.
- C. Various Fees. We will assess the following fees for our Service, where applicable. All fees are Individual Case Basis (ICB); fees will be based on service type, term of service, promotional terms if applicable, rental / lease agreement, degree of work activity required, etcetera. Please see our Service Agreements for pricing details.
- i. Security Deposit
  - ii. Installation Fee
  - iii. Equipment Rental/Lease Fee
  - iv. Equipment Purchase Fee
  - v. Equipment Repair/Replacement Fee
  - vi. Late Fee
  - vii. Cancellation Fee
  - viii. Early Termination Fee
  - ix. Reconnection Fee for Terminated Service Due to Non-Payment
  - x. Service Change Fee
  - xi. ACH Overdrawn Check Fee
  - xii. US Postal/Paper Bill Fee
  - xiii. CAN-SPAM Damage Resolution Fees
  - xiv. Assessment for Disregard of Allowable Use Policy
- D. Acceptable Use: As set forth in the Service Agreements, all of PC Telcom’s Service offerings are subject to the Acceptable Use Policy (“AUP”) section of the Service Agreement, which we may from time to time establish or revise. The AUP is available here: [www.pctelcom.coop](http://www.pctelcom.coop) (General Terms and Conditions, Subsection 13)

- E. Privacy Policy: PC Telcom’s current Privacy Policy is available here:  
[www.pctelcom.coop](http://www.pctelcom.coop)
- F. Redress Options: PC Telcom endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at 970-854-2201 or 866-854-2111, or [customerservice@pctelcom.coop](mailto:customerservice@pctelcom.coop), or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is PC Telcom, 240 S. Interocean, PO Box 387, Holyoke, CO 80734, ATTN: Customer Support.
- G. Disputes and Arbitration: The Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customers in the event of a dispute.

### **III. FCC REQUIREMENTS AND COMPLAINT PROCESS**

The Federal Communications Commission (“FCC”) has adopted rules to preserve the Internet as an open platform (“Rules”). Information regarding these Rules is available on the FCC’s website at: <https://www.fcc.gov/restoring-internet-freedom>

If a Customer believes that we are not in compliance with the FCC’s rules, the Customer may file an informal complaint with the FCC. The FCC urges Customers to submit any complaints via its website at the following address: <https://consumercomplaints.fcc.gov/hc/en-us>.

### **IV. ADDITIONAL DISCLAIMERS**

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by PC Telcom that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders, our Customers and other end users. Furthermore, this Open Internet Policy does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreement and Privacy Policy.

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