

Open Internet Disclosure For Wireline and Fixed Wireless Network Services

The following policies apply to mass market broadband Internet services offered by Delcom, Inc., and by Dell Telephone Cooperative, Inc. (“Dell” or “we”).

It is our policy to provide robust and reliable access to the Internet for all of its mass market end user customers. Because network resources are shared by all users, Dell discloses and identifies the following policies govern its mass market Internet service. These policies are designed to:

- ensure that shared network resources are allocated fairly among all users;
- allow users and prospective users to understand service policies and any significant limitations on the service; and
- provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe.

Dell does not block access to, nor discriminate against, any lawful website or Internet application.

Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Agreement. By using Dell’s Internet service, the customer accepts, agrees to be bound by and to strictly adhere to, these policies. The customer also agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer’s service accounts or equipment to access the network for any purpose, with or without the permission of the customer.

I. ACCEPTABLE USE POLICY (“AUP”)

Dell Telephone Cooperative, Inc., and Delcom, Inc. (“Dell” or “We”) strive to provide their customers with the highest quality Internet service available, while adhering to Internet use policies established by the Internet Community and State and Federal Laws.

This Acceptable Use Policy (“AUP”) covers all of its Internet Products and Services (“Services”) and is designed to help improve the use of the Internet by preventing unacceptable use. All users of the Services must comply with this AUP.

Use of the Services constitutes acceptance of the AUP. Users are solely responsible for any and all acts and omissions that occur while accepting the Services, and users agree not to violate the AUP or engage in any unacceptable or illegal activities while utilizing any of the Services.

We reserve the right to revise, modify and amend this AUP at any time and in any manner. Notice of any revision, modification or amendment of the AUP will be posted on our website.

We may take action against users for violating these policies, including removing any content that violates the AUP and/or terminating abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, invasive of privacy or publicity rights, inflammatory or otherwise harmful or offensive to third parties. We reserve the right to terminate service to any user without notice upon violation of any part of the AUP.

VIOLATIONS OF THE AUP

1. **Inappropriate Content.** Users may not upload, download, post, email, distribute, publish or otherwise transmit (collectively "Transmit") any message, data, information, image, text, song, movie or other material (collectively "Content") that is unlawful, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, invasive of privacy or publicity rights, inflammatory or otherwise harmful or offensive to third parties.

2. **Abuse of Electronic Mail.** Our Services may not be used to send unsolicited bulk or commercial messages. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited.

3. **Network Security / Integrity.** Using our Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet is prohibited. This includes Denial of Service (DoS) attacks, Virus Uploading and distribution, and Hacking (intentional unauthorized access into a service or system without express authorization). Users are responsible for ensuring the security of their personal or business network to minimize network abuse. Users are responsible for the configuring and securing of their Service to avoid disruption of network or end user Services. Users may not, through action or inaction, use their network for illegal or inappropriate actions or configure their network in a way that permits third parties to do the same. Examples of unsecured services are, but not limited to, Open SMTP relays, incorrect configuration of Proxy services, and Hosting Server Relays.

4. **Resale, Sharing, Distribution.** Users may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without our written consent. For example, you may not provide Internet access to others through a Fiber Optic, DSL or wireless connection, or host shell accounts over the Internet.

5. **Illegal Use.** Users may not Transmit Content that intentionally or unintentionally violates any applicable, known or unknown local, state, national or international law.

6. **Harm to Minors.** Users may not make information available to minors in violation of federal or state law, or use the Service to harm or attempt to harm minors in any way.

7. **Forgery or Impersonation.** Users may not impersonate any person or entity, including, but not limited to, an employee or officer of the Provider, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity. Forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Provider is prohibited.

8. **Fraudulent Activity.** Users may not make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi Schemes," or "chain letters."

9. **Unauthorized Access.** Users may not use the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Service Provider's or other entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

10. **Collection of Personal Data.** Users may not use the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

11. Infringement of Intellectual Property Rights. The Provider does not permit users to Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party as specified by the Digital Millennium Copyright Act (DMCA) of 1998, or any other applicable law. This includes, but is not limited to, the unauthorized copying of copyrighted materials, the distribution of photographs from magazines, books or other copyrighted sources and the unauthorized transmittal of copyrighted software, music and/or movies. As governed by the DMCA Act of 1998 Section 512, the user will be removed from the Provider's network for repeated infringement of copyrighted materials.

REPORTING VIOLATIONS OF THIS AUP

Dell requests that anyone who believes that there is a violation of this AUP send that information to info@delltelco.com or fastinternet@delcom.us

II. NETWORK MANAGEMENT; RELATED DEVICE AND PRIVACY POLICIES

Device Attachment Rules. With respect to Dell's fixed location broadband services, users may generally attach the devices of their choice and run the applications of their choice, subject to the limitations of the terms of their service agreement and AUP. Dell is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third party, and the customer remains fully responsible for ensuring that any such equipment does not cause any harm to the network or degrade the service of other users. All users are fully responsible for securing their equipment, including wireless routers, to prevent unauthorized access to the network by third parties and will be held fully responsible for the Actions of such third parties that gain unauthorized access to the network through unsecured end user equipment

Privacy Policy. While Dell collects personally identifiable information in order to provide fixed broadband service and to bill for this service, Dell does not collect any information concerning the customer's visited websites, application usage or other Internet activity.

III. COMMERCIAL TERMS

Pricing. Please see <http://delltelephone.com/dell-telephone-residential-services/> , <http://delltelephone.com/delcom-residential-services/> and <http://delltelephone.com/delcom-business-services/> . These plans and pricing are subject to change without notice, and do not include special assemblies that may be necessary to meet unique customer situations.

Redress Options. All end users and edge providers that have questions or complaints regarding broadband service should contact Dell). An "edge provider" refers to any content, application, service, and device provider, which generally operates at the edge rather than the core of the network. If a customer believes that these open Internet rules are not being met, the customer may file an informal complaint at the Federal Communications Commission. The FCC urges customers to submit any complaints via its website at the following address: <http://esupport.fcc.gov/complaints.htm>. Customers may also file a formal complaint at the FCC using Part 76 of the Commission's rules.

IV. ISP Disclosure

The Federal Communications Commission (FCC) issued rules requiring ISPs to disclose network management practices, performance, and commercial terms of their broadband Internet access services. Dell's disclosure includes information required by paragraphs 218-223 of the [Restoring Internet Freedom Order](#).

No blocking. Dell does not block lawful content, applications, services, or non-harmful devices.

Throttling. Dell does not degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

Affiliated Prioritization. Dell does 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 an affiliate.

Paid Prioritization. Dell does 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.

Congestion Management. Dell utilizes a redundant network architecture that is designed to provide users with true broadband speeds and reliability even during times of peak demand. The network has been constructed to meet projected traffic demands and is fully scalable to allow for capacity to be added to meet customer needs and to support newly developing and increasingly sophisticated applications well into the future. However, congestion can occur on any IP network, and, when it does, packets can be delayed or dropped, leading to service degradation and delays. Because core network resources are shared by all end users, Dell has implemented a traffic management policy that is designed to ensure that all users are able to utilize their fair share of network resources during periods of high demand.

Dell employs a protocol agnostic congestion management policy that does not discriminate against particular applications. Users remain free to access the websites of their choice and run the applications of their choice consistent with the Acceptable Usage Policy "AUP". Dell deploys quality of service and network management servers and software that constantly monitors aggregate network traffic levels. If a particular customer or group of customers is determined to be the source of high volume of network traffic, the traffic from that customer or group may be temporarily assigned a lower priority status. It should be noted that when a user's traffic is assigned a lower priority status, their data packets will not be delayed or dropped as long the aggregate traffic on their segment does not exceed provisioned capacity for the segment as a whole. However, in cases where demand exceeds capacity, it is possible that the data traffic of any user could be delayed.

Application-Specific Behavior. Prioritization of packets can be used for other purposes as well, such as to ensure the reliability of applications that demand real time or near real time communications such as public safety communications and, in the context of mobile data services, E-911 communications. Generally, provisioned data speeds for Dell's mass market services are sufficient to support such applications as Voice over IP (VoIP), gaming, web surfing, or most streaming video. However, because Dell's residential, mass market broadband service generally does not prioritize such traffic; it is possible

that certain applications requiring real time communications may perform at less than optimal levels, especially during periods of peak network demand.

Security. Dell does take measures to protect its network. We do not generally interfere with or manage the use of specific protocols or ports. Equipment provided by Dell for use at customer premise locations may use Network Address Translation (“NAT”). All radio transmissions in our network are encrypted with industry standard encryption.

Performance Characteristics. Dell provides residential and commercial mass market customers with a choice of data plans to meet their needs. Dell’s Internet speeds were calculated based upon speed tests conducted to speed test servers on the Dell network.

Broadband Service is provided using multiple access mediums.

- On ADSL2+/copper broadband connections, observed speeds are dependent on packages taken by customer. Latencies of 50ms or less can be expected and achieved speeds at more than 80% of advertised speed, except where extremely great distance over copper facilities make this impossible until those facilities can be upgraded. Prospective customers will be informed of these situations at the time services are ordered.
- On Fixed Wireless broadband connections, observed speeds are dependent on packages taken by customer. Latencies of 100ms or less can be expected and achieved speeds at more than 80% of advertised speed, or speed that may be possible, given difficult geography or extreme distance from our towers and equipment. Prospective customers will be informed of these situations and difficulties at the time services are ordered.
- On Fiber Optic broadband connections, observed speeds are dependent on packages taken by customer. Latencies of 50ms or less can be expected and achieved speeds at more than 90% of advertised speed.

Internet speeds within the Dell network may be measured by performing speed tests at the following URL: <http://delcom.speedtestcustom.com/>.

While Dell provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe, Internet speeds generally result from a “best effort” service and are dependent on a number of variables, many of which are outside the control of an Internet Service Provider. Due to these variables, Dell is not responsible for Internet speeds beyond its own network. Such variables include: the age and processing capability of the user’s terminal device or computer; the number of applications running simultaneously; the presence of viruses or malware; whether the terminal equipment is connected to the network by wire or by wireless; the distance the data packets must travel between the user and the website; the presence of congestion on and technical configuration of any intervening networks; any gating or congestion management schemes employed by websites to limit download or upload speeds in cases where multiple users are served simultaneously. Dell does not guarantee that a customer will achieve the speeds set forth above at all times. Rather, the foregoing data speeds represent the best information available to Dell of the typical speeds a customer can expect to experience under normal operating conditions.

Speed tests that allow customers to test the upload, download and latency performance of their broadband data services are available free of charge from a number of sources. Generally, these tests are influenced by the same variables that affect Internet speed set forth above. Accordingly, the speed

results would not be expected to match a test of Dell's network conducted under laboratory conditions. Please note, however, that all speed tests use different methodologies to calculate Internet connection speed so each of the tests would be expected to yield different results. Accordingly, each of these tests should be viewed as a helpful guide rather than as a definitive measurement of performance.

Impact of Non-broadband Internet Access Specialized Services. Dell may offer an Internet Protocol-voice based service to customers with its broadband service, which due to the product's sensitivity to latency, receives quality of service treatment on the network where it is available. This treatment of VoIP traffic should have no material impact on capacity or bandwidth availability for Broadband Internet Access.

Customers purchasing VoIP service may experience a higher quality of service through improved latency for upstream voice packets carried over the Internet network. This higher quality of service is enabled through Type of Service capabilities at the customer modem and in limited network equipment deployed across the Dell high speed Internet network. The settings established at the modem may be modified by our customers.

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