



## Network Management and Acceptable Use Policy

April 5, 2017

Consolidated Telephone Company (“CTC”), doing business as Consolidated Telecommunications Company, has adopted this *Network Management and Acceptable Use Policy* (“AUP”) to ensure legal use of its network and services by its customers and users in a manner that does not interfere with, degrade or disrupt CTC’s network, the Internet, or use by other customers or users. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate service that CTC otherwise possesses under the service agreement or applicable law.

Pursuant to the service agreement, all customers have agreed to and must comply with this AUP.

**Applicability.** This AUP applies to customers and to any other person, authorized or unauthorized, using service (each such person, a “user”). For purposes of this AUP, use includes, and customers are responsible for, the use of all users who access CTC service using the customer’s account.

**Open Internet.** CTC will manage its network and provide access in accordance with the Federal Communications Commission’s Open Internet Rules (adopted December 21, 2010 in 25 FCC Rcd 17905) and in compliance with any future rules adopted by the FCC.

Accordingly, CTC commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. CTC shall not unreasonably discriminate in transmitting lawful network traffic, except as described within this AUP. CTC does not modify its network to make CTC directly-served applications perform better than applications that users access over the general Internet. The network management practices employed by CTC do not differ between its directly-offered applications and those general applications offered over the Internet.

**Network Management.** During times of congestion (most likely to occur between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday) CTC may initiate steps to properly manage CTC’s network. Network management steps will most often be triggered when CTC’s network (or portions of that network) are handling traffic equivalent to 80% or more of capacity. During those times, priority may be given to applications that rely on real-time delivery to provide a quality customer experience (such as voice, streaming, and gaming). Additionally, traffic providing a significant public interest benefit (such as telemedicine) may be prioritized over other traffic.

Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware/software. Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. CTC may seek criminal charges against those who inflict network malice. CTC may also attempt to recover costs incurred from network malice.

**Transparency.** CTC shall make available public information on its website ([www.connectCTC.com](http://www.connectCTC.com)) regarding its network management practices, performance, and commercial terms of its service sufficient for consumers to make an informed choice regarding their use of such services.

**Cooperation with Investigations & Requests.** CTC will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If CTC believes customers have used service for an unlawful or unauthorized purpose, CTC may forward the relevant communication and other information, including customer identity, to the appropriate authorities for investigation and prosecution. By using CTC service, customers consent to CTC's forwarding of any such communications and information to these authorities. In addition, CTC may provide information in response to law enforcement requests, lawful government requests, subpoenas, and court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to customers or others.

**Network Security.** CTC uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content, and other harmful activities to protect network integrity and reliability. In the event of Denial of Service (DoS), Distributed Denial of Service (DDoS) attack, spoofing, or other malicious traffic, CTC will implement inbound and outbound filtering on specific hosts. These actions will be performed to ensure reliability and availability of the network. These actions will not be utilized for normal Internet applications and traffic.

**Prohibited Uses and Activities.** This AUP identifies certain uses and activities that CTC considers to be unlawful or unauthorized, and therefore strictly prohibited. The examples listed herein are nonexclusive and are provided solely for guidance to customers. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other unauthorized uses or activities, the following constitute violations of this AUP:

- **Unlawful Use:** Using service in any manner that violates local, state or federal law, including without limitation using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
- **Harm to Minors:** Using service to harm, or attempt to harm, minors in any way.
- **Threats:** Using service to transmit any material (by e-mail or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using service to transmit any material (by e-mail or otherwise) that unlawfully or otherwise harasses another.
- **Fraudulent Activity:** Using service to 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", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- **Unsolicited Commercial E-mail/Unsolicited Bulk E-mail:** Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail

is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited. Additional information on sending unsolicited emails is contained in the next section.

- **Unauthorized Access:** Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of CTC's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or Trademark Infringement:** Using service to transmit any material (by e-mail or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of CTC or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of Personal Data:** Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling Services:** Reselling service without CTC's written authorization.
- **Network Disruptions and Unfriendly Activity:** Using service for any activity that adversely affects the ability of other people or systems to use service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

**Usage Limitation.** Service is available for individual customer use only and not for resale. Pricing is based on contemplated minutes of usage not exceeding commercially reasonable limitations. Unlimited plans and features offered as part of any service may only be used for normal residential or business use. CTC will keep accurate records of service location(s), quantities, and usage under this agreement.

Any use which interferes with CTC equipment or the CTC network's ability to function, or with use or enjoyment of the services by other customers, is prohibited. No customer shall perform actions that cause unusual load on CTC servers (for example, mail servers or web servers) that cause slowness or denial of service to other CTC customers.

In order to maintain a high quality of service through its network, if CTC determines, in its sole discretion, that customer is using an excessive amount of Internet bandwidth, CTC may at any time and without notice, take one or more of the following remedial measures:

- Suspend excessive bandwidth capability,
- Suspend customer's access to the service,
- Require customer to pay additional fees in accordance with CTC's current rates for excessive use,
- Offer a revised service agreement including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use, and/or
- Suspend or terminate customer's account.

Excessive use is defined accordingly:

- For 50 Mbps service – 500 GB of download/month
- For 100 Mbps service – 1 TB of download/month

- For 250 Mbps service – unlimited download/month (if consistent with AUP)

**Response to Prohibited Actions.** CTC may provide the customer with written notice via e-mail or otherwise of an apparent violation of this Acceptable Use Policy, so that the conduct or problem may be corrected without impact on the services. However, CTC reserves the right to immediately disconnect or modify service if CTC determines, in its sole and absolute discretion, use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of this AUP. CTC shall have the right to act immediately and without notice, and without liability to customer or any of customer's users, to suspend or terminate services in response to a court order or governmental notice requiring that the conduct be stopped, or when CTC believes that the conduct or problem poses an imminent risk of harm to rights or property of CTC or third parties. CTC reserves the right to protect its network from harm, which may impact legitimate data flows.

**Content.** Customers will be liable for any and all liability that may arise out of the content transmitted by their account. Customers shall assure that use of service and content comply at all times with all applicable laws, regulations, and written and electronic instructions for use. CTC reserves the right to disconnect or suspend service and remove content from service if CTC determines, in its sole and absolute discretion, that such use or content does not conform with the requirements set forth in this AUP or interferes with CTC's ability to provide service to the customer or others. CTC's action or inaction under this section will not constitute any review or approval of usage or content.

**Concerns over Copyrighted Work.** If a party believes their copyrighted work is being hosted on a CTC IP address in violation of applicable law protecting intellectual property rights, they should contact CTC's Copyright Agent with the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyright work the party claims is infringed;
- The location of the material (including URL if possible) the party claims is infringed;
- Complaining party's address, telephone number, and e-mail address;
- A statement by the complaining party they have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by the complaining party, made under penalty of perjury, that the above information in notice is accurate and that the complaining party is the copyright owner or authorized to act on the copyright owner's behalf.

CTC's Copyright Agent is:

Ryan Rosenwald, Technology Manager  
Consolidated Telephone Company dba Consolidated Telecommunications Company  
1102 Madison Street  
Brainerd, MN 56401  
Telephone: (218) 454-1234

If CTC is informed of a claim of copyright, trademark, or other infringement of intellectual property rights involving a customer's account, CTC will attempt to notify the customer of those allegations and secure a response. CTC may, in its sole discretion, remove or terminate the account containing, on a temporary or permanent basis, materials which CTC believes may create, constitute, or contribute to

copyright, trademark, or other infringement of intellectual property rights. The customer waives the right to assert any claims against CTC for any such removal or termination.

**Theft of Service.** Customers must notify CTC immediately if they become aware at any time their service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When customers provide such notification, they must provide their account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of service. Failure to do so in a timely manner may result in the disconnection of service and additional charges to the customer. Until such time as CTC receives notice of the theft, fraudulent use, or unauthorized use, customers will be liable for all stolen, fraudulent, or unauthorized use of service. CTC reserves all of its rights at law and equity to proceed against anyone who uses service illegally or improperly.

**Indemnification.** By activating or using service, customers agree to use service only for authorized and lawful purposes and in accordance with this AUP and the service agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, customers shall defend, indemnify, and hold CTC harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments, and causes of action for damages arising from the breach by the customer or their users of any provision of this AUP.

**Service Monitoring.** CTC is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, CTC may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate service properly or to protect itself, its network and its customers and subscribers. CTC reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to service.

**Termination of Service.** CTC has the right to terminate access to or use of service as provided in this AUP and the service agreement. Access to and use of service is subject to strict compliance with law and applicable agreements.

**Modifications.** CTC may update this AUP from time to time. Please consult [www.connectCTC.com](http://www.connectCTC.com) periodically for the most recent revision of the Acceptable Use Policy. Any changes will be effective when posted.

**Survival.** The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of service shall survive such discontinuance or disconnection.

**Governing Law.** This AUP and the relationship between customer and CTC shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without regard to the principles of conflict of law.

**No Waiver of Rights.** CTC's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.

**Severability.** If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts

and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this AUP.

**Commercial Pricing.** Please visit [www.connectCTC.com](http://www.connectCTC.com) for pricing information including monthly prices, usage-based fees, and fees for early termination or additional network services.

**Nature of the Services.** Use of the services, including the storage of information, is at customer's and its user's sole risk. CTC does not warrant either the results to be obtained from the service or that the service will be uninterrupted or error free. CTC services are provided on an "as is" basis without warranties of any kind, either express or implied. Neither CTC nor anyone else involved in creating, producing, or delivering CTC services shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of the services, the inability to use the services, or any breach of any warranty. The provisions of this paragraph will survive termination of the services or customer's agreement with CTC for use and provision of the services. CTC will use its best efforts to maintain, but does not guarantee, the privacy of e-mail, network use, and the contents of user directories.

**Important Customer Information.** In addition to the terms and conditions set forth in this AUP, service is subject to the service agreement, which customers should read carefully before activating any service. For additional terms and conditions of service, refer to the service agreement, or speak with a customer service representative by contacting them at 1-800-753-9104.

READ CAREFULLY: BY SIGNING THE SERVICE AGREEMENT AND/OR USING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY REVIEWED AND ARE FULLY FAMILIAR WITH THIS ACCEPTABLE USE POLICY, AND YOU AGREE TO COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND PROVISIONS CONTAINED HEREIN.