

OPEN INTERNET POLICY

Inland Networks adopts this Open Internet Policy to promote the Internet as an open platform enabling customer choice, freedom of expression, end-user control, competition, and the freedom to innovate without permission. This disclosure is intended to provide information sufficient for consumers to make informed choices regarding the use of such services.

GENERAL POLICIES

Inland Networks does not:

- Discriminate among specific uses or class of uses of its network;
- Impair, degrade or delay VoIP applications or services that compete with its voice services or those of its affiliates;
- Impair, degrade, delay or otherwise inhibit access by customers to lawful content, applications, services, or non-harmful devices;
- Impair free expression by actions such as slowing traffic from particular websites or blogs;
- Demand pay-for-priority or similar arrangements that directly or indirectly favor some traffic over other traffic;
- Prioritize its own applications, services, or devices or those of its affiliates.

<u>No Blocking</u>: Inland Networks does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. In no case will Inland Networks discriminate among customers on the basis of type of content, applications, services, or devices which the customer uses. Network management practices are set forth below.

<u>No Unreasonable Discrimination</u>: Inland Networks does not unreasonably discriminate in transmitting lawful network traffic over a customer's broadband Internet access service, subject to reasonable network management. Reasonable network management practices are set out below.

NETWORK MANAGEMENT PRACTICES

<u>General</u>: Inland Networks manages its network to provide quality service to its customers. Inland Networks uses various filters, monitoring efforts and other measures to minimize the effects of spam, viruses, security attacks, network congestion and other actions which can affect the service provided to customers. However, Inland Networks cannot guarantee that it can prevent spam, viruses, security attacks, network congestion and other actions which can affect service.

<u>Congestion Management</u>: It is possible that a relatively small number of customers may place a disproportionate demand on the network bandwidth resources, causing network congestion and an overall degradation in service quality for other end users. For this reason, if Inland Networks' network nears a state of congestion, Inland Networks will use congestion management practices to ensure all of Inland Networks' customers retain access to a "fair share" of bandwidth resources. The majority of streaming and downloading – as well as longer-running applications like VoIP, video conferencing and streaming video content – will not exceed the threshold to be eligible for congestion management.

Where feasible, Inland Networks will address congestion issues through improvements to its network or the capacity purchased from third party providers needed to connect to the world. Such processes take time to implement and may not be feasible in all situations. Therefore, Inland Networks reserves the right to monitor and identify which customer accounts are using the greatest amount of bandwidth during periods of heavy congestion and to work to provide solutions to address those issues. If a preferred solution cannot be worked out with the customer or customers, Inland Networks reserves the right to manage the Internet traffic of high volume customers during periods of significant congestion. This means that the affected customers will still be able to access the Internet and engage in activities that they desire, but during certain periods of time they may experience conditions such as longer times to download or upload files, slower access and slower movements during online game playing. It is expected that any periods of traffic management due to congestion will be brief and infrequent.

APPLICATIONS AND DEVICES

<u>Applications</u>: Customers may use any lawful and commercially available application which they desire. Inland Networks does not normally monitor the contents of the traffic or applications of customers and undertakes no obligation to monitor or investigate the lawfulness of any specific application used by a customer.

Inland Networks will take steps regarding an application-specific behavior by a customer if there is a reasonable belief that the application will cause harm to Inland Networks' network or is unlawful, including but not limited to, violating intellectual property rights.

<u>Devices</u>: Except for Simple Mail Transfer Protocol (SMTP) servers, a customer may use any lawful, compatible type-accepted and commercially available device which they desire on Inland Networks' network as long as such device does not harm the network and is not unlawful. As SMTP Port 25 is restricted to Inland Networks Mail server for providing email service to its customers, any customer that would like to introduce an SMTP server into the Inland Networks network must coordinate their implementation with Inland Networks and an AUP specific to SMTP servers shall be agreed to by the customer.

SECURITY

<u>Security</u>: While Inland Networks uses various security measures it deems appropriate, Inland Networks undertakes no obligation to monitor or protect customer traffic from spam, viruses, denial of service attacks, or other malicious, unlawful or unwarranted activities. Inland Networks does not guarantee that it can protect customers from any or all security breaches or that the security measures used by Inland Networks will be successful. The customer is using the service at their own risk. Customers are cautioned to purchase their own spam filtering, ransomware and antivirus software from commercial vendors to meet their needs. However, a customer that is subject to spam, virus, denial of service attack, or similar malicious, unlawful or unwarranted activities, is urged to contact Inland Networks as soon as possible. Inland Networks will work with the customer on how the customer can take appropriate and economically reasonable efforts to address the matter.

TERMS AND CONDITIONS FOR USE

Other terms and conditions for use are found in Inland Networks' Acceptable Use Policy (AUP) found at the bottom of Inland Networks homepage under Legal or at <u>http://www.inlandnetworks.com/legal/acceptable-use-policy/</u>. If there is a conflict between this Policy and the terms of the applicable AUP, the AUP terms shall control.

PERFORMANCE CHARACTERISTICS

In order to meet the usage and budgetary needs of all of our customers, Inland Networks offers a wide selection of broadband Internet access options. As Inland Networks provides service to many noncontiguous service areas in Washington and Idaho, the customer must select the appropriate "Hometown Area" in order to determine the availability of service, service speeds available and related pricing in these service areas. The service levels and pricing for the services provided by Inland Networks can be found at <u>http://www.inlandnetworks.com/hometown-areas/</u>. There are customers that may have lesser speeds of service with lower pricing then are advertised. These are "grandfathered" services that are no longer offered. As the Inland Networks system evolved and greater speeds with higher prices were available, Inland Networks elected to not force these customers to change however, should an evolution requires Inland Networks to upgrade to equipment that no longer supports these speeds, the "grandfathered" services will be eliminated.

Inland Networks offers broadband Internet access service via varying technologies; direct fiber-to-the-premise (FTTP), DSL type service consisting of fiber optic trunks to digital nodes feeding copper lines, cable modem type service consisting of fiber optic trunks to digital nodes feeding coax cable facilities, and fixed wireless Internet access (WiFi). Service packages for wireline services range from 786 kbps to 100 Mbps download speed and 786 kbps to 50 mbps upload speed. Wireless packages are available beginning at 128 kbps upload speeds to 1 mbps download speeds. As noted above, not all packages are available in all service areas.

Latency is not a significant factor for Inland Networks' packages. However, while the maximum advertised speed is attainable for end users, several factors affect the actual speeds and delay times or latency of Inland Networks' Internet service offerings, including, but not limited to:

1) <u>Customer's Computer</u>. The end user's computer, including its age, memory, processing capability, operating system, the number of applications running simultaneously, and the presence of any adware, malware, or viruses. All of these factors have an effect on a computer's ability to communicate with the

Internet and may be improved by adding the amount of RAM in your computer and using the most up-to-date operating systems available.

- 2) <u>Customer's Modem</u> (if applicable). The connection between a customer's computer and modem, which may be limited depending on the model of the modem and configuration of the router in addition to the quality of the Ethernet cable and duplex settings of the Ethernet ports on your equipment.
- 3) <u>Distance of travel</u>. The distance between a customer's computer and the digital node (line length)(as applicable), the distance between a customer's computer and its final destination to the Internet, and the number and quality of the networks of various operators in the transmission path as a customer's connection may traverse multiple providers before reaching its destination.
- 4) <u>Many Users on One Site</u>. If there are a large number of visitors accessing a site at the same time, your connection may be affected by congestion.
- 5) <u>Website Server</u>. Similar to the customer's computer, the server that hosts the website may be affected by age, memory, processing capability, and operating system.
- 6) <u>Gating speeds by a website</u>. In order to control traffic or performance, many websites limit the speeds at which a visitor can download from their site.

Subject to network management considerations, Inland Networks does not impose data caps.

PRIVACY

Inland Networks' Privacy Policy is available at the bottom of Inland Networks homepage under Legal or at <u>http://www.inlandnetworks.com/legal/privacy-policy/</u>. As a general statement, Inland Networks does not usually engage in inspection of network traffic. Inland Networks does retain and store certain traffic information for time periods required by federal and state law, including, but not limited to, the identity of the customer using a particular IP address during a specific period of time. Inland Networks does assist law enforcement and provides traffic information that it may have available to it when requested pursuant to the Communications Assistance for Law Enforcement Act, the Foreign Intelligence Surveillance Act and other applicable national and state security and criminal statutes.

INLAND NETWORKS DOES NOT COLLECT, STORE OR USE TRAFFIC INFORMATION TO PROFILE ITS CUSTOMERS IN ORDER TO SELL ADDITIONAL SERVICES TO THEM OR FOR NON-NETWORK MANAGEMENT PURPOSES.

COMPLAINTS

If a customer has a complaint about the service, they are encouraged to contact <u>da@inlandnet.com</u> or <u>custserv@inlandnet.com</u>. Other contact information can be found at the bottom of Inland Networks homepage under Customer Care/Help or at <u>http://www.inlandnetworks.com/help/</u>. A customer always has the right to file a complaint with the Federal Communications Commission at

<u>https://www.consumercomplaints.fcc.gov</u> or with the Federal Trade Commission at <u>https://ftccomplaintassistant.gov</u>. If you feel you are a victim of identity theft, you should contact the Federal Trade Commission at <u>https://identitytheft.gov</u>.

RESERVATION OF RIGHTS/AMENDMENTS

In the event of any conflict between material found on other links on Inland Networks' website and this Open Internet Policy, the more specific terms shall control.

Inland Networks may modify this Policy and other policies listed on its website or in its applications for service from time to time at its discretion. Notice of such changes will be posted on the Inland Networks website. However, individual notice to customers, content providers, application providers, service providers, or device providers by any means whatsoever shall not be provided unless specifically required to by federal or state law. Notice of changes will be provided in advance, normally upon thirty day basis. Inland Networks reserves the right to use a shorter notice period when circumstances so warrant.