

# Internet Disclosures & Policies

## INTERNET SPEED CONSIDERATIONS:

BTC Broadband cannot guarantee your connection speed or that it will be uninterrupted connecting to other networks throughout the Internet. Connection speeds may vary due to the number of computers on a single broadband connection and other factors such as your computer's condition and or Internet congestion. All posted prices are without static IP address. You may add a static IP for an additional \$10.00 per month. Please ask to speak to a BTC IT Specialist for additional details.

## GENERAL POLICY STATEMENT:

The following policies apply to mass market broadband Internet services offered by BTC Broadband and its affiliates. BTC Broadband also offers enterprise-level services that can be individually tailored to customer needs. Information on enterprise services can be obtained by contacting customer service at 270-665-5186. It is BTC Broadband's policy to provide robust and reliable access to the Internet for all its residential and commercial mass market end-user customers. Because network resources may be shared by all users, BTC Broadband has implemented the following policies to govern mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. BTC Broadband generally does not block access to, throttle, nor discriminate against, any lawful website or Internet application except for reasonable network management and, with respect to fixed Internet access services, supports the ability of users to select and attach the equipment of their choice to the network so long as that equipment: (i) is used for a lawful purpose consistent with BTC Broadband's Acceptable Use Policy; and (ii) does not harm the network or degrade network performance for other users. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Agreement. By using BTC Broadband'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. BTC reserves the right to terminate or restrict customers who violate these policies or their customer Agreement.

## ACCEPTABLE USE POLICY:

1. General Policy. BTC Broadband reserves the sole discretion to deny or restrict your service, or immediately to suspend or terminate your service, if the use of your service by you or anyone using it, in our sole discretion, violates the Internet Service Agreement ("Agreement") or other BTC Broadband policies, is unlawful, harmful, or interferes with the functioning or use of the Internet or the BTC Broadband network by BTC Broadband or other users, or violates the terms of this Acceptable Use Policy ("AUP").

2. Specific Examples of AUP Violations. In addition to conduct and use restrictions in the Agreement, the following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP

addresses of BTC Broadband or any other entity, to penetrate the security measures of BTC Broadband or any other person's computer system, or to attempt any of the foregoing or other harmful acts; (b) transmitting or receiving uninvited and unwanted communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) engage in conduct that is defamatory, fraudulent, obscene, deceptive, or otherwise unlawful; (f) violate BTC Broadband's or any third party's copyright, trademark, proprietary or other intellectual property rights; (g) engage in any conduct harmful to the BTC Broadband network, the Internet generally or other Internet users, such as by generating excessive amounts of email or other Internet traffic; (h) use the service to violate any rule, policy or guideline of BTC Broadband; (i) use the service unlawfully in any fashion, such as for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (j) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. Copyright Infringement/Repeat Infringer Policy. BTC Broadband respects the intellectual property rights of third parties. Accordingly, you may not store any material or use BTC Broadband's systems or servers in any manner that constitutes an infringement of third-party intellectual property rights, including under US copyright law. It is the policy of BTC Broadband to suspend or terminate, in appropriate circumstances, the service provided to any subscriber or account holder who is deemed to infringe third-party intellectual property rights, including repeat infringers of copyrights. In addition, BTC Broadband expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if BTC Broadband, in its sole judgment, believes that circumstances relating to an infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights BTC Broadband may have under law or contract, such as the Digital Millennium Copyright Act ("DMCA") and other applicable laws or court orders. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the service in a manner that is not authorized by the copyright owner, its agent or the law, you may contact our Designated Agent as follows:

Stephen Jones, IT Network Manager  
BTC Broadband  
159 W. 2<sup>nd</sup> Street  
P. O. Box 209  
LaCenter, KY 42056  
[stephen.jones@btc.coop](mailto:stephen.jones@btc.coop)

4. BTC Broadband may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of the Agreement and AUP. You acknowledge that BTC Broadband shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the service, including but not limited to content that violates the law or this Agreement.

## SERVICE DESCRIPTION AND PERFORMANCE DISCLOSURE:

BTC Broadband provides residential and commercial mass market customers with broadband access to the Internet using both a passive optical network and Active ethernet technologies at speeds faster than dial-up. We no longer offer dial-up or any non-broadband Internet services. BTC Broadband offers a choice of data plans to meet customers' needs. BTC Broadband also provides

enterprise level services that are custom tailored to a specific project and individually priced based on the needs and criteria established by the Enterprise customer. BTC Broadband offers the following mass market services and typical speed ranges. These speeds were calculated based upon internal testing. Actual speeds may vary.

Service	Download (Mbps)	Upload (Mbps)	Latency (ms)
Prime Core	25	25	20
Prime Edge	50	50	20
Prime Peak	75	75	20
Elite Core	150	150	20
Elite Edge	300	300	20
Elite Peak	1000	1000	20

While BTC Broadband 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 several variables, many of which are outside the control of an Internet Service Provider. 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. BTC Broadband 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 BTC Broadband 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 several sources. Generally, these tests are influenced by the same variables that affect Internet speed set forth above and would not be expected to match a test of BTC Broadband’s network conducted under laboratory conditions. 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. The following are two sites affiliated with BTC Broadband that provide speed testing:

[etspeedtest.blue.net](http://etspeedtest.blue.net)

[bgspeedtest.blue.net](http://bgspeedtest.blue.net)

## POLICIES RELATED TO NETWORK MANAGEMENT:

Together with reasonable network management, BTC Broadband 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 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.

BTC Broadband 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 AUP and Agreement. However, we may manage network traffic or specific customers or devices that are causing undue network congestion, such as a denial of service attack or other violation of our AUP, in order to protect the overall network, curb abuses, and prevent harm to other users. While we do not presently do so, we reserve the right to prioritize traffic for reasonable purposes, such as to ensure the reliability of applications that demand real time or near real time communications, public safety, and, in the context of mobile data services, E-911 communications. Such prioritization, if adopted, may be either for compensation by a content provider or end user customer, or solely as a reasonable network management practice. We do not prioritize network traffic for any affiliate of BTC Broadband.

Generally, provisioned data speeds for BTC Broadband's mass market services are sufficient to support such applications as Voice over IP ("VoIP"), gaming, web surfing, or most streaming video. However, because BTC Broadband'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 or congestion.

## DEVICE ATTACHMENT/APP POLICY:

BTC Broadband provides fixed broadband services.

With respect to fixed broadband services, users may generally attach the devices of their choice and run the applications of their choice, subject to the limitations of their data plan, the terms of their service agreement, network management, and AUP. While many devices such as routers, Bluetooth and WiFi cards, laptops, notebooks, and tablets are readily available from third-party sources, such as consumer electronics retailers, other devices, such as DSL modems, proprietary network gateways, and WiMax base stations must be compatible with the BTC Broadband network. Users are advised to contact BTC Broadband's technical support at 270-665-5186 before purchasing any third-party equipment to ensure compatibility with the network. BTC Broadband 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.

## POLICIES RELATED TO PRICING:

Learn more about monthly pricing and fees at for broadband Internet access service plans at <https://btcservices.org>, including installation charges and early termination fees for some plans. There are no usage charges or fees for any Internet access service.

## PRIVACY POLICY RELATED TO NETWORK MANAGEMENT PRACTICES:

If you subscribe to BTC Broadband Internet access services, we may automatically measure and monitor network performance and the performance of your Internet connection to improve your, or our, overall service levels. If you contact us for service support, we also may access information about your computer, wireless device or other device settings to provide customized technical support or to install specific applications or services that you use or that are necessary to the applications or services you use.

As part of network management and to try to prevent or reduce the impact of denial of service attacks we use a third-party product that monitors network traffic and triggers an alert when flows exceed certain thresholds. When an alert is triggered, the traffic for the destination IP is diverted via the third-party software where any suspect traffic is removed and returned clean to the end user.

BTC Broadband will not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you based on your visits over time and across different non-BTC Broadband websites, unless we first provide you with notice of our plan and obtain your affirmative consent. However, BTC Broadband does monitor and inspect customer traffic in an effort to understand the amount of data traffic and type of traffic to be able to relay this information to the customer and advise the customer about the quality of their Internet service. We do not provide network traffic to third parties other than as may be required by law, such as subpoenas or law enforcement.

Please note that BTC Broadband is not responsible for information, content, applications or services provided by others. Before you access, use, link to or download a service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. Personal information you submit in those contexts may be read, collected or used by the service or application provider and others associated with these forums in a manner different from that described here.

## INFORMATION PROVIDED TO US BY THIRD PARTIES

When you purchase products or apply for service with us, we may obtain credit information about you from outside credit reporting agencies to help us with customer authentication and credit-related decisions. This information is handled in a confidential manner at all times and is not made available to outside parties.

## INQUIRIES AND COMPLAINTS

Any current or past customer, small business, or person or company with questions or complaints about our broadband Internet access service should first visit our website at: <https://btcservices.org>. If the question or complaint is not resolved on the web, they may contact one of our customer service representatives as follows:

Email: [baltel@brtc.net](mailto:baltel@brtc.net)

Phone: 270-665-5186

Most customer concerns or disputes can be resolved through our customer service representatives. However, any disputes by current or past customers which cannot be resolved without third-party intervention will be resolved by arbitration in accordance with the terms of our Internet Service Agreement, which can be found here: <https://btcservices.org>.