

## **ALBANY MUTUAL TELEPHONE'S MASS MARKET INTERNET SERVICE POLICIES AND CUSTOMER INFORMATION**

### **General Policy Statement:**

The following policies apply to mass market broadband Internet services offered by Albany Mutual Telephone. It is Albany Mutual Telephone's policy to provide robust and reliable access to the Internet for all of its residential and commercial mass market end user customers. Because network resources are shared by all users, Albany Mutual Telephone 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. Albany Mutual Telephone does not block access to, nor discriminate against, any lawful website or Internet application 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 Albany Mutual Telephone 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 Service Agreement. By using Albany Mutual Telephone 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**

#### **Introduction**

Albany Mutual Telephone's Internet Acceptable Use Policy is to protect Albany Mutual Telephone, its subscribers and the Internet community in general from irresponsible or, in some cases, illegal activities. All Albany Mutual Telephone subscribers must adhere to these guidelines. Albany Mutual Telephone hopes and expects that common sense and good judgment will guide our subscriber's Internet activities.

#### **General Policy**

All information traversing the Albany Mutual Telephone Internet backbone and its associated networks are unrestricted unless listed as unacceptable under this policy.

It is the policy of Albany Mutual Telephone Internet to provide its subscribers electronic access to the broadest possible number of organizations connected to the Internet. Albany Mutual Telephone accomplishes this through connectivity to one or more state, regional or national backbone networks. All traffic that exits the Albany Mutual Telephone Internet backbone and its associated networks and traverses to numerous other

networks to which our network is directly or indirectly connected, must conform to the acceptable use policies governing those other networks.

### **Unacceptable Use Policy**

It is not acceptable to use Albany Mutual Telephone Internet services or facilities for any of the following purposes:

- Any illegal use that violates any applicable laws or regulations.
- To disseminate messages or files whose content would likely be highly offensive to the recipient(s).
- Harassment & threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses or threatens another.
- To attempt or make unauthorized entry into any computer systems, information storage, or communication devices or resources.
- To propagate computer worms, viruses or transmissions of any type, which disable or otherwise impede or disrupt the recipient's facilities or equipment.
- To make distributions of unsolicited bulk E-mail/SPAM.
- Using the Services to harm, or attempt to harm, minors in any way. Among other uses, use of the Services to receive, distribute, solicit, present or in any other way promote child pornography is expressly prohibited. If such activities are occurring and Albany Mutual Telephone is aware of such activities Albany Mutual Telephone reserves the right to contact the proper authorities.
- To cause disruption of our services or any other entities service by any means.
- To operate your own e-mail, web, FTP, gaming server, is prohibited.
- Making services available to anyone else is strictly prohibited.
- To violate any part of the Digital Millennium Copyright Act of 1998 by illegally receiving or distributing any material that is considered copy written. Immediate termination of services will follow any violation.

### **E-mail Policy**

In addition to the e-mail terms of use stated in the section titled Unacceptable Use Policy, the following rules and conditions also apply:

- We recommend you check and remove your e-mail from the server on a regular basis, at least once a week.
- We reserve the right to delete any e-mail from the server and may do so if the e-mail is more than 31 days old.
- If your email account is inactive (not signed into) for 180 days (about 6 months) it will be completely erased and it would be possible for someone else to register and use that email user name. You can reactivate your email account at any time within those 180 days by signing in and using it.
- We reserve the right to filter all incoming or outgoing email for potentially harmful contents.

- Do not consider Internet e-mail to be a secure means of communications. While no one other than system administrative personnel (throughout the Internet) would normally have access to e-mail messages, the content of a message is nothing more than plain text in readable form. If more security is required, consider using an encryption program to encrypt messages before sending. The recipient of the message must decrypt the message using an agreed upon method.
- Do not consider Internet e-mail to be 100% reliable. While there are many safeguards built into the system, the Internet is not at all infallible. If you must know that a message got through, request the recipient of your message to reply to you immediately confirming that they received your message.
- Do not use webmail access as your only means of email activities.

If any of the conditions stated in this e-mail policy are contrary to your needs, please contact us at 320-845-2101 for additional information or to make further arrangements. If any of the mentioned conditions are violated there will be a warning either in writing or verbally and if there is still no compliance services will be terminated.

### **Web Page Policy**

Albany Mutual Telephone subscribers are permitted, with their subscriptions, storage space for a personal web page. Albany Mutual Telephone has the right to monitor these pages for usage and content. A web page found to be utilized for business advertising activities or promotion of any sort will be subject to Albany Mutual Telephone's current monthly storage fees and/or the page will be, after a twenty-four hour notification to the subscriber, removed.

Albany Mutual Telephone is held harmless from liability for personal web pages and their interruption of services or access to the page. The subscriber is responsible for backups to the site, as well as such elements as use, notification, and/or maintenance of trademarks, copyright, etc. Albany Mutual Telephone and/or any other indirect or direct damages a customer may suffer as a result of a system failure, down time, data loss by this or any other system, interruption or lack of access.

### **Digital Millennium Copyright Act of 1998**

Albany Mutual Telephone is committed to complying with U.S. Copyright laws. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet. Under the DMCA, copyright owners may contact the authorized agent of an Internet Service Provider to report alleged infringements of their protected works appearing on Web pages hosted by the service provider. Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, Albany Mutual Telephone will remove or block access to the allegedly infringing material.

In compliance with the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on Albany Mutual Telephone's

system or network should be promptly sent in the form of written communication to the authorized agent:

Internet Department  
Albany Mutual Telephone  
131 6<sup>th</sup> Street  
Albany, MN 56307  
320-845-2101 phone  
320-845-7000 fax  
[customersupport@albanytel.com](mailto:customersupport@albanytel.com)

Valid complaints must include the following information as ordered by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Albany Mutual Telephone to locate the material.
4. Information reasonably sufficient to permit Albany Mutual Telephone to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

\*For more details see 17 U.S.C. 512 (c) (3):  
<http://www.copyright.gov/legislation/hr2281.pdf>

### **Copyright Policy**

It is the subscribers' responsibility to respect the legal protection provided by copyright and license to programs, data, and other information accessible through our Internet services. We reserve the right to monitor the system.

### **Menu System Policy**

Albany Mutual Telephone provides a menu system, located at [www.albanytel.com](http://www.albanytel.com), as a courtesy to Albany Mutual Telephone Internet customers. The links placed at this location and on subsequent pages that leave our site do not indicate any endorsement or recommendation of the product or service that the linked-to web site is providing. Albany Mutual Telephone is not responsible for the content, availability or organization

related to such web sites. Inquiries of this nature must be directed to the party or parties responsible for a particular web site.

All links on the menu system are subject to review and approval by Albany Mutual Telephone. Albany Mutual Telephone may add, remove or relocate links at any time.

Please contact us at 320-845-2101 if you have comments or questions about the menu system.

### **User Responsibilities**

- All subscribers of Albany Mutual Telephone Internet Services are responsible for publicizing this Acceptable Use Policy at their locations.
- All participating telephone companies and resellers are responsible for communicating this policy to the appropriate administrative authorities at all user sites connected to theirs via connections not directly supported by Albany Mutual Telephone Internet Services.
- The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user that originates the communication.
- All users are responsible for keeping up to date with the Acceptable Use Policy.
- All users are responsible for maintaining their own system security, through use of a firewall or other security measures.
- Users are responsible for maintaining their own Virus Protection. Viruses are a very real and dangerous threat and it is a necessity for Internet users to have some form of anti-virus protection. It is the Customers responsibility to keep their virus protection up to-date and the customer is responsible for any damage caused by a virus. Albany Mutual Telephone is not responsible for any damages that occur to a customer's system due to virus contamination.
- Users of High Speed Internet connections such as DSL are responsible for their own computer system(s) security. Albany Mutual Telephone does not provide firewall protection for any of its customers. It is the responsibility of the customer to install the proper firewall protection on their system(s) in order to protect themselves from potential security breaches (i.e. hackers). Because High Speed Internet connections are an always-on service and use publicly accessible IP addressing, the risk of someone infiltrating or compromising a computer system(s) is much greater. In no way shall Albany Mutual Telephone be liable for any damages of any kind as the subscriber assumes all inherent risk and full responsibility for the security of the computer system(s). Albany Mutual Telephone strongly recommends the installation and proper configuration of a firewall to meet the security needs of the computer system(s).

### **Enforcement**

Management at Albany Mutual Telephone will review alleged violations of this policy on a case-by-case basis. A violation may result in denying the user access to the network, termination of access to all services, and forfeiture of all fees paid.

Albany Mutual Telephone will report evidence of illegal activities to the appropriate law enforcement authorities.

**Policy Modifications**

Albany Mutual Telephone Internet Services reserves the right to modify this policy at any time. Subscribers will receive prompt notification of all changes.

**II. SYSTEM PERFORMANCE**

Albany Mutual Telephone provides residential and commercial mass market customers with a choice of data plans to meet their needs. Albany Mutual Telephone offers the following mass market services and typical speed ranges. These speeds were calculated based upon use of website speed tests and are expected speeds, depending upon the service provisioned.

<u>Download</u>	<u>Upload</u>	<u>Latency (ms)</u>
768 KBPS	384 KBPS	10
1.5 MBPS	768 KBPS	10
3 MBPS	1.5 MBPS	8
5 MBPS	1.5 MBPS	8
10 MBPS	1.5 MBPS	6

While Albany Mutual Telephone 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. 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. Albany Mutual Telephone 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 Albany Mutual Telephone 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 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 Albany Mutual Telephone’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. The following are several sites, unaffiliated with Albany Mutual Telephone, that provide speed testing:

<http://www.speedtest.net>

<http://netalyzr.icsi.berkeley.edu>

<http://www.broadband.gov/qualitytest/about/>

### **III. NETWORK MANAGEMENT**

Albany Mutual Telephone utilizes a fully 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.

Albany Mutual Telephone 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. 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.

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 Albany Mutual Telephone's mass market services are sufficient to support such applications as Voice over IP (VoIP), gaming, web surfing, or most streaming video. However, because Albany Mutual Telephone'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.

Albany Mutual Telephone does take measures to protect its network and ensure that its AUP is enforced. For example, Albany Mutual Telephone has deployed measures to prevent spam, viruses, and other malware and to monitor and prevent denial of service attacks. Albany Mutual Telephone does not generally interfere with or manage the use of specific protocols or ports. However, in the interests of network security, there may be a time when a specific port is blocked or unavailable.

#### Device Attachment Policy:

Albany Mutual Telephone provides both fixed and mobile data services. Specific device attachment policies may differ for these service categories.

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 and the terms of their service agreement 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 and proprietary network gateways must be provided by Albany Mutual Telephone. Users are advised to contact Albany Mutual Telephone technical support at 320-845-2101 before purchasing any third party equipment to ensure compatibility with the network. Albany Mutual Telephone 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.

With respect to mobile data services Albany Mutual Telephone's device attachment rules and restrictions are consistent with the device attachment rules and restrictions of <http://telispire.com/internet-policy/>.

Except as disclosed herein, Albany Mutual Telephone does not impose any further device attachment rules or limitations in addition to those of <http://telispire.com/internet-policy/>.

#### Device App Policy:

All traffic management for the mobile broadband service is controlled by its underlying facilities provider. Accordingly, Albany Mutual Telephone's mobile broadband service adheres to the network management practices of <http://telispire.com/internet-policy/>.

## **IV. COMMERCIAL TERMS**

#### Policies Related to Pricing:

##### Minimum Terms

- a. Your service order indicates whether you have agreed to a minimum service term for your service and, if so, the number of months in the term. You will be subject to an early termination fee if you cancel services before the end of the minimum service term (or if we terminate your service early for cause under the agreement).
- b. If your service plan does not include a minimum service term or, if it does and

you reach the end of the minimum service term, your service term will be “month-to-month” and will not be subject to an Early Termination Fee if you cancel your service.

- c. If your service term is month-to-month, Albany Mutual Telephone can change the price of your service by providing you at least one billing cycle’s notice of the change.

#### Maximum Monthly Data Caps

- a. Albany Mutual Telephone will attempt to contact each customer via phone, e-mail or SMS before monthly caps are exceeded. However, it is each customer’s responsibility to keep track of his or her data use. You may track your usage by visiting your mobile account at [www.albanytel.com](http://www.albanytel.com). Unused data in a given billing cycle does not “roll over” to future billing cycles.

#### Changing or Cancelling Service

- a. If you cancel your service, in addition to any applicable Early Termination Fee, you must pay for your use of the service up until the date on which you cancelled, including charges for exceeding any data cap that applied to your account, and applicable taxes.
- b. If, during the minimum service term, you decide to change to another Albany Mutual Telephone service plan (for example, one with different rates or usage allowances) or to add additional services, such as international roaming, to your plan, then Albany Mutual Telephone has the right to restart the minimum service term from the beginning of the change in plan or addition of service.
- c. If, during the minimum service term, Albany Mutual Telephone changes the terms of your service and the changes are materially disadvantageous to you, you may terminate the service without paying an Early Termination Fee by providing written notice to Albany Mutual Telephone within 30 days of the effective date of the change.

#### Privacy Policy Related to Network Management Practices:

Albany Mutual Telephone’s network management practices do not generally entail inspection of network traffic.

If you subscribe to Albany Mutual Telephone 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.

Please note that Albany Mutual Telephone 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.

While Albany Mutual Telephone collects personally identifiable information in order to provide the mobile broadband service and to bill for this service, Albany Mutual Telephone does not collect any information concerning the customer's visited websites, application usage or other Internet activity. However, customers should be familiar with the privacy policies of <http://telispire.com/internet-policy/>.

Questions regarding network management, including related policies regarding device attachments and privacy, should be directed to Albany Mutual Telephone at Albany Mutual Telephone, 131 6<sup>th</sup> Street, Albany, MN 56307 or 320-845-2101 or [customersupport@albanytel.com](mailto:customersupport@albanytel.com).

#### Redress Options

Questions and complaints regarding the foregoing matters should be addressed to Albany Mutual Telephone, 131 6<sup>th</sup> Street, Albany, MN 56307 or at 320-845-2101 or [customersupport@albanytel.com](mailto:customersupport@albanytel.com).

Albany Mutual Telephone strongly desires to resolve questions, complaints and other problems of its customers and edge service providers in an informal and direct manner that satisfies all interested parties to the greatest extent practicable.

Customers and edge service providers that are not able to obtain satisfaction from Albany Mutual Telephone have the option of invoking the FCC's informal and formal complaint procedures regarding Open Internet Framework disputes.