

ACCEPTABLE USE AND NETWORK MANAGEMENT POLICY

Tri-Co Connections (“TCC”) have established an Acceptable Use and Network Management Policy (“AUP”) for the protection of TCC and its customers for the use of its products and services. TCC can be contacted at 833-822-2010 regarding any questions you have about this AUP, TCC, or its products and services. By using services provided by TCC, you agree to be bound by the terms of this AUP.

TCC 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. TCC will manage its network and provide access in accordance with the Federal Communications Commission’s (FCC’s) Restoring Internet Freedom Order and any future rules adopted by the FCC. TCC’s policies regarding network management practices are outlined herein in an effort to create transparency and to inform current customers, prospective customers, third-party content providers and other interested parties.

Transparency. TCC shall make available public information at www.tricoconnections.com regarding its AUP and terms of its service sufficient for customers to make an informed choice regarding their use of such services. TCC will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

Network Security and Congestion Management. TCC 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. 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. TCC may seek criminal charges against those who inflict network malice. TCC may also attempt to recover costs incurred from network malice.

TCC reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures. TCC reserves the right to set speed thresholds on the amount of data you as a customer can upload and download within stated time periods. If you exceed these thresholds, TCC may temporarily limit the speed at which you can send and receive data over the TCC access network. TCC may use other traffic management and prioritization tools to help ensure equitable access to the TCC network for all customers. Excessive bandwidth or hardware usage that adversely affects TCC’ ability to provide its Internet or any other service may result in additional account management and fees.

TCC reserves the right to monitor customer usage and evaluate on an individual account basis bandwidth or hardware utilization to efficiently manage the performance of the network to ensure a sustainable quality broadband service is provided. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday. The customer further agrees that TCC has the right to disclose any information it deems necessary to satisfy any legal or operational requirements.

Throttling. TCC shall not unjustly or unreasonably (other than reasonable network management elsewhere disclosed) degrade or impair access to lawful Internet traffic based on content, application, service, user, or use of non-harmful devices.

Affiliated or Paid Prioritization. TCC shall not unjustly or unreasonably favor some traffic over other traffic including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate or in exchange for consideration, monetary or other benefit.

Application-Specific Behavior. TCC does not make use of any application-specific network management practices. TCC does not modify protocol fields in ways not prescribed by the protocol standard. TCC does not inhibit or favor certain applications or classes of applications. TCC does not block or rate-control specific protocols or protocol ports, except for malformed or non-standard protocol traffic as identified by TCC and outbound Simple Mail Transfer Protocol ("SMTP") as a protection and security control mechanism against unsolicited commercial email ("UCE").

Security. TCC provides its own methods to secure and protect its Internet service and network. Such action is not a substitute for the customer providing his/her own security or protection for your own software, devices, network or data. TCC specifically disclaims any liability for any breach of security or any harm to customer's computing system while connected to TCC's Internet service.

Internet Service. This AUP applies to customer use of any TCC Internet service regardless of technology or the Internet-based application utilized. It is not acceptable to use the TCC network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services. A customer may not:

1. Use any Internet service or use or permit the use of Internet service for unlawful purposes or purposes that TCC believes to be unacceptable.
2. Use any Internet service to transmit, post or receive material that is threatening, abusive, libelous, defamatory, obscene, pornographic, or otherwise in violation of any local, state, federal or international law or regulation.
3. Transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component.
4. Transmit or download any information, software or other material that is protected by copyright or other proprietary right without the permission of the person owning that protected right.
5. Transmit SPAM or other bulk email.
6. Add, remove, or modify identifying network heading information (aka "spoofing") to deceive or mislead; or any impersonation of another person using forged headers or other improper identifying information.
7. Engage in any activity which would compromise customer privacy or system security or gain access to any system or data without required permission (e.g. "hacking") of the owner.
8. Engage in any activity which would result in third-party charges to TCC.
9. Resell or otherwise share TCC's Internet service, account information or passwords.
10. Attempt to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
11. Attempt to interfere with the service of others including users, hosts and networks. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service and attempts to "crash" any host.
12. Distribute TCC Internet services beyond the scope of your end-user account.

13. Attach equipment, accessory, apparatus, circuit or devices that are harmful to the network and are attached to or connected with TCC facilities.
14. Use TCC's Internet service for web or email hosting without making special written subscription arrangements with TCC.

TCC does not screen in advance any specific content accessible using its Internet service. TCC disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. Use of information accessed by the Internet is at customer's own risk. TCC disclaims any responsibility for the accuracy, privacy or quality of the information. By using the Internet service, the customer agrees to hold TCC harmless for content accessed using the Internet service.

Any IP address assigned to a customer on either a dynamic or static basis remains the property of TCC and may not be appropriated for any use other than as intended by TCC or transferred to any other party. TCC provides Spam filtering with each customer's email address. Details of this service are listed on TCC website. TCC will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

Indemnification. The customer agrees to indemnify and hold TCC harmless for any and all claims, damages, losses, expenses (including attorneys' fees and other legal expenses) resulting from the customer's use (or misuse) of TCC' Internet service whether or not such use is found to be in violation of any statute, regulation or rule.

Blocking. TCC reserves the right to disconnect or limit any account access to the Internet that in the opinion of its system administrator is a threat to the security or lawful operation of the Internet service or the service's software and/or hardware or that repeatedly violates the terms of this AUP. TCC reserves the right but does not assume the responsibility, to block or limit access to content that violates this AUP. TCC shall not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

Discrimination. TCC shall not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices.

Performance Characteristics. The advertised speed of TCC's Internet service is the maximum bandwidth throughput that is available and achievable with the technology utilized by TCC. Our customer serving networks are comprised of various access platform technologies that deliver Internet service. Some characteristics of generally available Internet access by type:

- **FTTP** (Fiber-to-the-premise) supports up to 1000 Mbps, less than 50ms latency, depending on service level subscribed.
- **Fixed Wireless** generally supports 25Mbps download and 6Mbps upload, depending on customer location in relation to maintaining line of sight with transmitter. Latency is typically less than 75ms. Any access platform technology used or supported to provide Internet service may change at any time at the sole discretion of TCC

Several factors may affect the actual bandwidth throughput of TCC's Internet service offerings. This includes but is not limited to distance between service point and TCC's central office as well as the customer's computer, modem or router used. Internet traffic and activity during peak usage periods may also impact the available bit rate.

Privacy Policy. Please click on the following website link to view TCC's complete privacy policy.
www.tricoconnections.com.

Electronic Communications Privacy Act (ECPA) Notice. Customers are hereby notified that TCC does NOT offer the same degree of privacy for email or files that the customer expects from regular paper mail.

Digital Millennium Copyright Act (DMCA) Policy. When TCC receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to TCC, the following actions will be initiated:

1. TCC personnel will review the address to determine whether the address is in use by TCC or by one of its affiliates. If the address has been assigned to an entity other than TCC, the DMCA notice will be forwarded to that entity for review and any action or response if TCC can identify the owner.
2. If the address is assigned and used by TCC or one of its customers, TCC personnel will attempt to identify the user. If the offender cannot be identified, the TCC Agent listed on TCC's Internet site, currently Rachel Hauser, will be notified in order to respond accordingly to the copyright holder or its agent. Copyright holders may contact TCC at dmca-notice@tricoconnections.com to provide notice of any potential violations. The following actions may be taken with offenders:
 - a. If the offender is an employee, the responsible supervisor will be notified, and appropriate disciplinary action may be warranted. A copy of the violation will be filed by HR in the employee's personnel file.
 - b. If the offender is a customer, the customer will be notified by telephone or email of the offense. If it is a first-time offense, the customer will be notified and advised that an alleged violation of copyright law has been received and that any further violations could affect the customer's access to the Internet. TCC reserves the right to restrict internet service and subsequently terminate service for after repeat offenses.

Notification of Copyright Infringement: If you are a copyright owner (or an agent of a copyright owner) and believe any user material posted on our sites infringes upon your copyrights, you may submit a Notification of Claimed Infringement under the Digital Millennium Copyright Act ("DMCA") by sending the following information to our Designated Copyright Agent:

1. Clear identification of the copyrighted work;
2. Identification of the material allegedly copying the original work, and information reasonably sufficient to allow us to locate the material;
3. Accurate contact information of the person submitting the claim;
4. Statement that the claim is being made with the good faith belief that the alleged use is not authorized by the copyright owner;

5. A statement that the claim is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner;
6. Signature of the person submitting the claim.

You can submit your Notification to us using the following contact information and Designated Agent:

Company legal name: Tri-Co Connections, LLC

Names doing business under: Tri-Co Connections, LLC

Designated Agent: **Attn: Rachel Hauser**

Mailing address of Agent: **22 N. Main Street**
Mansfield, PA 16933

Telephone: 570-662-2175

Email: dmca-notice@tricoconnections.com

The Designated Copyright Agent should be contacted **only** for notices regarding alleged copyright concerns. All other feedback, comments, questions, and other communications should be directed to TCC at (833) 822-2010 or by visiting <https://www.tricoconnections.com/contact-us/>.