

## PTCI INTERNET SERVICE POLICIES AND CUSTOMER INFORMATION

The following policies apply to broadband Internet services offered by PTCI. PTCI also offers enterprise level services that can be individually tailored to customer needs. Information on enterprise services can be obtained by contacting PTCI, Internet Compliance, PO Box 1188, Guymon, OK 73942 or [Contact Us](#). It is PTCI's policy to provide robust and reliable access to the Internet for all of its residential and commercial end user customers. Because network resources are shared by all users, PTCI has implemented the following policies to govern 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. PTCI 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 PTCI'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 Service Agreement. By using PTCI'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.

### I. ACCEPTABLE USE POLICY

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

2. *Specific Examples of AUP Violations.* 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 PTCI or any other entity, or to penetrate the security measures of PTCI or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited 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) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate PTCI's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the PTCI network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the service to violate any rule, policy or guideline of PTCI; (k) use the service in any fashion 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, or hatred or racism.

3. *Copyright Infringement/Repeat Infringer Policy.* PTCI respects the intellectual property rights of third parties. Accordingly, you may not store any material or use PTCI's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of PTCI 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, PTCI expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if PTCI, 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 PTCI may have under law

or contract. 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: Rick Kerr, Broadband Network & Data Services Supervisor. [Contact Us](#)

4. PTCI may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of the Service Agreement and AUP. You acknowledge that PTCI 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.

5. Payment by User for subscribed services shall be made monthly in advance. Overage hours when applicable shall be computed and billed to User in arrears. PTCI reserves the right to change fees for services and to add or delete services at any time. You may not be logged in more than once per account (for regular accounts). In the event that you do, your account will be suspended, and you will have to call us to reactivate it. You will be double billed for double logins.

PTCI's service, including dial-up and broadband access, is limited to authorized User only, is non-transferable and may not be re-sold. Broadband service provided to a business premise may not be shared with or made available to residential locations. The login ID, password and e-mail address is assigned exclusively to User. Providing User's login ID and/or password to unauthorized persons is a violation of these Terms and Conditions. PTCI assumes no responsibility for access to User's account by unauthorized persons.

## II. SYSTEM PERFORMANCE

PTCI provides residential and commercial customers with a choice of data plans to meet their needs. PTCI 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. PTCI offers the following services and typical speed ranges. These speeds were calculated based upon the use of internal website speed tests.

<u>Service</u>	<u>Download (Mbps)</u>	<u>Upload (Mbps)</u>	<u>Latency (ms)</u>
12 Mbps	11.2	.768	75
6 Mbps	5.6	.5	75
3 Mbps	2.75	.35	75
1.5 Mbps	1.4	.35	75
.768	0.70	.35	75
.512	0.4	.35	75

While PTCI 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 PTCI. 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. PTCI 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 PTCI 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 PTCI'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 PTCI, that provide speed testing:

<http://www.speedtest.net>

### III. NETWORK MANAGEMENT

**Describe your network management policies. This should specifically include a description of congestion management practices; types of traffic subject to practices; purposes served by practices; thresholds such as indicators of congestion that trigger a practice, usage limits and the consequences of exceeding them; and references to engineering standards, where appropriate. The policy should also disclose whether the service PTCI blocks or rate controls specific ports or port protocols, blocks access to certain websites or services or favors or inhibits certain types of applications. For mobile data service, restrictions on device attachment and third party applications must be disclosed as well as any procedures and criteria for edge PTCIs to obtain certification to allow their devices or applications to be used on the network.**

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. Because network resources are shared by all end users, PTCI has implemented a traffic management policy that is designed to ensure that all users are able to utilize their fair share of network resources during periods of high demand.

PTCI 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.

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

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

Port	Transport	Protocol	Inbound/ Outbound	Reason for block	Wireline		Mobile
25	TCP	SMTP	Outbound	Port 25 is an unsecured port on a computer Botnet spammers can take control of to send spam - often without the user ever knowing his/her computer has been compromised. When spam from a compromised computer is detected, Comcast's anti-spam systems automatically apply a sending block and send an email notification to the affected subscriber's comcast.net email	Yes		No

				address. This block does not interrupt mail service for Webmail (e.g., Yahoo, Gmail, or Hotmail); however, this block does prevent email programs or clients (e.g. Outlook Express) from sending email. Client email programs will still receive email. Email clients should be reconfigured to use port 587.		
135-139	TCP/UDP	NetBios	Both	NetBios services allow file sharing over networks. When improperly configured, they can expose critical system files or give full file system access (run, delete, copy) to any malicious intruder connected to the network.	Yes	No
445	TCP	MS-DS, SMB	Both	Security risks; vulnerable to attacks/exploits/worms such as the Sasser and Nimda worms..	Yes	No

**Device Attachment Rules. Describe any device attachment rules and/or limitations. The FCC's *Open Internet Order* requires that users of fixed broadband service be allowed to attach the devices of their choice and run the applications of their choice subject to reasonable network management and/or security concerns. Mobile data PTCIs may not unreasonably discriminate against third party devices and applications and must list criteria and procedures for allowing third party device/application to be certified for use on the mobile data network.**

*PTCI 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, proprietary network gateways, and WiMax base stations must be provided by or leased from PTCI. Users are advised to contact PTCI's technical support [insert link] before purchasing any third party equipment to ensure compatibility with the network. PTCI 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.*

*Mobile handsets are offered as part PTCI's mobile data service plans. Customers are provided with a variety of handset options and a choice of data plans tailored to their individual needs and circumstances. It may not be possible to use the handsets utilized by one mobile data PTCI with the services offered by another mobile data PTCI due to differences in spectrum, data platform and air interface. [If you make available SIMM cards to users with compatible devices obtained from other PTCIs, this policy should be stated] PTCI does not discriminate against or limit access*

*to lawful third party applications. [If you have approval and/or certification policies for third party equipment or applications, these need to be stated].*

*All users, fixed and mobile, 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.*

**Privacy Policies. Insert or include a link to your privacy policies that *specifically pertain to your network management practices*. Such practices include, but are not limited to, inspection of network traffic (e.g., deep-packet inspection), storage of network traffic information, provision of network traffic information to third parties, and the use of network traffic information by you for non-network management purposes. General subscriber privacy policies that do not pertain to network management practices are not sufficient.**

*We collect information about your use of our products and services. Information such as call records, websites visited, wireless location, application and feature usage, network traffic data, service options you choose, mobile and device number, and other similar information may be used for billing purposes, to deliver and maintain products and services, or to help you with service-related issues or questions. In addition, subject to any legal restrictions that may apply, this information may be used for other purposes such as providing you with information about product or service enhancements, determining your eligibility for new products and services, and marketing to you based on your use of your products and services. This information may also be used to: (1) manage and protect our networks, services and users from fraudulent, abusive, or unlawful uses; and (2) subject to consent practices described in this policy, help us improve our services, research and develop new products, and offer promotions and other services. This type of information may be aggregated for business and marketing uses by us or by third parties.*

*If you subscribe to PTCI 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.*

*PTCI will not gather information from your use of our Internet access services to direct customized advertising specifically to you based on your visits over time and across different non-PTCI websites, unless we first provide you with notice of our plan and obtain your affirmative consent.*

*Please note that PTCI 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 PTCI 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.*

*PTCI obtains information from outside companies that collect consumer information such as demographic and interest data. We use this data and combine it with other information we have about you to help us predict customer preferences and to direct marketing offers that might be more relevant to you.*

We may also obtain contact information and other marketing lead information from third parties, and may combine it with information we have to contact you or direct PTCL's marketing offers to you.

Cookies:

A cookie is a small data string that is written on your computer hard drive by a web server. (A web server is the computer that hosts a website and responds to requests received from your computer). Cookies can play an important role in providing a good customer experience using the web, such as enabling a website to maintain information when a user's web browser requests a series of web pages.

Cookies generally hold information, including data strings that contain a unique user ID which allow websites, including PTCL websites, to customize your experiences on the sites and gather information about your navigation of the sites. Information gathered from cookies also helps us understand how our sites are performing and provides website usage information to support customizing and improving our sites and their messaging and advertisements. We also use cookies to help verify the identity of a website user or to recognize you as a registered user and remember your settings and preferences.

You can manage cookies by using features and functions available on most Internet browsers. For example, most browsers will allow you to choose what cookies can be placed on your computer and to delete or disable cookies. You can find instructions for managing cookie controls on websites for particular browsers. Please note that disabling cookies may prevent you from using specific features on our sites and other websites, such as ordering products or services and maintaining an online account.

Cookies associated with your Flash Player may be removed by managing your settings with Adobe by visiting: <http://www.adobe.com/products/flashplayer/security/>.

Additional Information for Mobile Wireless Customers

PTCL collects and uses mobile device location data for a variety of purposes, including to provide our mobile voice and data services and emergency services such as E-911.

Many types of wireless applications and services use mobile device location data, including applications provided by other companies and wireless device operating systems. When you are considering new applications or services, you should carefully review the location-based services' or application PTCLs' privacy policies to learn how they collect and use your information.

[If you use mobile usage information such as addresses of websites visits, search terms, and customer location information for business and marketing reports, this should be clearly disclosed. You may be required to give customers the opportunity to opt-in or opt-out.]

**Redress Options: End User complaints may be initiated by using the link : [Contact Us](#), or you may contact our repair center at 580-338-5411.**