

# Missouricom Open Internet Policy

MISSOURICOM 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.

In this document, the terms “you” and “your” refer to customers of Missouricom’s Internet Access Service. The terms “we” and “our” refer to Missouricom (hereafter MISSOURICOM) Internet Access Service.

## **Definitions**

**Service** – Internet access purchased from MISSOURICOM. This includes connectivity from your equipment at your premises to the Internet equipment at MISSOURICOM’s office, connection of MISSOURICOM’s equipment to the Internet, and MISSOURICOM’s equipment that is used to route and manage your traffic to and from the Internet and to provide you with services such as e-mail, web surfing, file transfer, Internet video, and others.

**Bandwidth** – The amount of data per second. This may be thought of as the “pipe” that carries Internet traffic.

**Bandwidth capacity** is the amount of bandwidth that we or another network provider makes available for your use, such as the amount of data that can be sent over a wire or fiber optic system.

**Bandwidth demand** is the amount of bandwidth that a customer wants to use.

**Congestion** – A situation where the total bandwidth demand (in bits of information per second) on a component of the Internet, including on any part of our network, exceeds the bandwidth capacity of that component to such an extent that traffic flow and service experiences degradation. Congestion is usually of a transitory nature, however, in some cases, such as an extremely popular website, it may last for a significant period.

**Degradation of Service** – Less than optimal performance of Internet services. This may appear to you as slow response on web sites and e-mail or distorted or frozen video.

**Nominal Bandwidth** – The bandwidth of the service package you purchase. This is your maximum allowed bandwidth.

## **Basic Policies**

No Impairment or Delay; No Discrimination: MISSOURICOM 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 web sites or blogs
- Demand pay-for-priority or similar arrangements that directly or indirectly favor some traffic over other traffic
- Prioritize its own application, services or devices or those of its affiliates

No Blocking: MISSOURICOM does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. Network management practices are set forth below.

Use of Network: In no case will MISSOURICOM discriminate among customers on the basis of the type of content, applications, services or devices which the customer uses.

### **Terms of Service and Network Management Practices**

The bandwidth you purchase (your service package or nominal bandwidth) is the MAXIMUM bandwidth available to you. It is not a guaranteed bandwidth. MISSOURICOM will make its best effort to transmit your data in a timely fashion, however, MISSOURICOM does not guarantee you that you will be able to use your entire nominal bandwidth at any given time. This is referred to as “best effort” service.

MISSOURICOM strives to make your total nominal bandwidth available for you to use within our network. MISSOURICOM cannot control bandwidth available, congestion, or service quality on those parts of the Internet beyond our network.

When other customers use our network, you may not be able to use your maximum nominal bandwidth because all customers share total bandwidth capacity at some points on our network and on the Internet. If the bandwidth demand of all customers at that network location exceeds the bandwidth capacity provided, you may not be able to use your entire nominal bandwidth. All services are “shared services” used by many customers.

We size our Internet services by the bandwidth of all our customers, including your service, based on best-of-breed engineering practices. Service is provided equally to all customers, and every customer's data has an equal chance to be served.

On a downstream basis (Internet to customer), service is provided equally to all customers, Internet services, protocols, and sources or destinations on the Internet such as websites, e-mail servers, etc.

Due to limited bandwidth capacity on an upstream basis (customer to Internet), service is provided equally to all customers, protocols, and sources or destinations on the Internet such as websites, e-mail servers, etc. except that service types are prioritized to provide the best service possible to all customers. We prioritize services with streaming video being the highest priority, then web browsing, then all other services. Service is not prioritized by customer or source or destination on the Internet. No services, protocols, or legal sources and destinations on the Internet are blocked under any circumstances. Any effects on service may only be noticeable in times of significant congestion.

**MISSOURICOM may block any service, protocol, source, or destination that MISSOURICOM determines to be illegal or a threat to life, property, or national security, or if ordered to block or otherwise modify your data by law enforcement agencies.**

At this time, MISSOURICOM does not implement network management techniques when congestion occurs. However, in times of congestion on MISSOURICOM's network, MISSOURICOM may, at its sole discretion, implement reasonable network management techniques to protect the services of all of MISSOURICOM's customers so that each customer has adequate service quality. MISSOURICOM may implement network management if degradation of service is caused by congestion on portions of the Internet outside of MISSOURICOM's network. MISSOURICOM will notify our customers on this website of changes to our network management policy.

#### **Devices & Software that may use MISSOURICOM's Internet Access Service**

There are no restrictions on types of devices you may connect to MISSOURICOM's network other than that they must be approved by the Federal Communications Commission (FCC) for use in the US telecommunications network. You may not connect any equipment to MISSOURICOM's network that is not approved by the FCC. Most commercially available equipment such as modems, routers, and PCs are approved. All equipment approved by the FCC will have a label stating that it is approved and what the type of the approval is. This information is also found in the user's manual or printed instructions that are provided with the equipment and may be found online at the manufacturer's website. You should read this label whenever you buy any equipment you wish to connect to MISSOURICOM's network. If you have questions about any particular equipment, please call us at 844-384-MCOM.

MISSOURICOM's Internet access service is designed to function with accepted industry standard interface software such as provided by Microsoft, Apple, and others. If you use a type of software not widely used in the worldwide Internet, you may experience some problems with compatibility between your software and MISSOURICOM's Internet access service. If you have any questions, please call us on 844-384-MCOM, and we will try to help you resolve this problem. It is the customer's responsibility to assure that their software and operating interfaces conform to industry accepted specifications.

### **Network Security**

MISSOURICOM uses reasonably available practices to maintain integrity and security of its network. This may include security protections that interfere with some types of customer traffic. If you believe your services are being disrupted by our security systems, please contact us on 844-384-MCOM.

MISSOURICOM provides a level of protection for your computers from spam, viruses, and other malicious or unwanted items. While MISSOURICOM strives to provide the best protection possible for your computer, we make no guarantees that we can prevent any or all malicious or unwanted items from accessing your computer. It is the customer's responsibility to protect their computers and other devices from unwanted or harmful items. It is very strongly recommended that you provide your own virus, ransomware and malware protection, spam filtering, and firewall software, solutions are available on the MISSOURICOM website.

### **Terms and Conditions of Use**

The Terms and Conditions of Use and Acceptable Use Policy can be found at <https://nftc.missouricom.com/resources-policies/>.

### **Performance Characteristics**

MISSOURICOM offers the following Internet access services. Pricing may be found at <https://nftc.missouricom.com/high-speed-internet/>.

In most cases, MISSOURICOM offers packages from 1 mbps to 50 mbps download speed and 1 mbps to 10 mbps upload speed over fiber and copper facilities. Actual speeds that are achieved may depend upon type of facility available, number of consumers using the service and other factors.

Latency is not a significant issue with any of the packages offered by MISSOURICOM. However, actual access speeds and delay times or latency are impacted by the length, capacity and congestion of transport facilities purchased by MISSOURICOM from third party providers. MISSOURICOM cannot guarantee that it will be able to obtain capacity from these third party

providers at commercially reasonable prices if and when additional third party capacity is needed to reach Internet nodes.

MISSOURICOM's ability to deliver the speeds set forth above may be affected by significant use of specialized services such as Internet-based video services. This is a growing area and its effect on MISSOURICOM's ability to provide service at the speeds listed above are unknown at this time.

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

**MISSOURICOM 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.**

### **Contact Us/Complaints**

There are additional considerations regarding Internet security related to MISSOURICOM's Internet access service. Call our office at 844-384-MCOM for a copy of our Acceptable Use Policy.

If a customer has complaints about the service, they are urged to contact us at 844-384-MCOM. A customer always has the right to file a complaint with the Federal Communications Commission at [www.fcc.gov](http://www.fcc.gov). If you feel you are a victim of identity theft, you should contact the Federal Trade Commission at [IdentityTheft.gov](http://IdentityTheft.gov).

### **Reservation of Rights/Amendments**

In the event of any conflict between material found on other links on MISSOURICOM's web site and this Open Internet Policy, the more specific terms at the other links shall control.

MISSOURICOM may modify this Policy and other policies it has linked for the customer from time to time at its discretion. Notice of such changes will be posted on this web site. 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 a thirty day basis. However, MISSOURICOM reserves the right to use a shorter notice period when circumstances so warrant.