

## **Open Internet Policy**

Effective November 20, 2011 the Federal Communications Commission (“FCC”) adopted rules to preserve the internet as an open platform (“Rules”). The Rules may be found [here](#).

Point-broadband.com is the website (and services provided on the site, collectively, “Site”) of Point Broadband, LLC, a company wholly owned by ITC Capital Partners, LLC. When the terms “we,” “us,” or “our,” are used, they are referring to Point Broad, LLC, Point Broadband of Mississippi, and ITC Capital Partners, LLC, (collectively, our “Company” or “PBB”).

PBB is required to post information regarding network management practices, performance characteristics, and commercial terms so that consumers can make informed choices regarding use of service, for content, application, service, and device providers to develop, market, and maintain internet offerings. This Open Internet Policy sets forth information regarding the policies and practices of PBB. This Open Internet Policy shall be incorporated by reference into the Customer Service Agreement

### **Network Management Practices:**

**Congestion Management.** Customers are subject to the maximum connection speeds and monthly data allowances referenced in the Customer Sales Agreement. As a result, we monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform periodic diagnostics, and manage and enhance the network. We may give priority on an unpaid basis to interactive or critical classes of traffic such as VoIP, traffic essential to the efficient operation of the network, and traffic related to the accounts of commercial customers or customers with dedicated connections. At our sole discretion, we may limit peer-to-peer applications to the extent that we determine it is appropriate to maintain an efficient network load. We may utilize additional network management practices to ensure that, in our sole discretion that all customers receive high quality internet. There may be circumstances that affect the speed and quality of service, including, but not limited to foliage, line-of-sight obstructions, the distance between a customer and the transmission point, or the connection of multiple devices to the network.

**Application Specific.** As referenced above, PBB may limit peer-to-peer applications. However, we aim to treat all applications the same. We reserve the right to block or limit access to applications that we determine in our sole discretion may expose us to potential legal liability, harm our network, or interfere with the experience of other customers.

**Device Specific.** PBB does not limit the types of devices connected to the network, provided they do not harm the network and are used for lawful purposes. However, if PBB determines in our sole discretion that the connection of a device to the network negatively impacts customers or the network or it may expose us to potential legal liability, PBB may restrict or limit the ability of the Customer to connect the device to the network.

**Security.** PBB may prohibit, in our sole discretion, any activity on the network that we deem to poses a potential risk to our network or customers. We intend to take measures to prohibit third parties from accessing our network or imitating connections to customers on the network. Activity that may cause alarm includes denial of service activity, IP address or port scanning, and excessive account login failures. Before blocking a customer’s access, we will attempt to communicate with a customer to remedy

concerns. Notwithstanding the forgoing, PBB reserves the right, without notice, to block a customer's access if it may cause harm to the network or to other customers, until the concern can be rectified.

**Performance Characteristics and Terms:**

Service Descriptions. A current description of the services available by PBB can be found at our website: <http://point-broadband.com/>

Early Termination Fee. There may be payment of an early termination fee for the termination of certain services. The fee may be significant. Terms and conditions regarding the fee can be found in the Customer Service Agreement.

Arbitration. The Customer Service Agreement requires the use of arbitration to resolve disputes and limits the remedies otherwise available to customers. Terms and conditions regarding disputes and the arbitration provision may be found in the Customer Service Agreement.

Acceptable Use. All of the service offerings are subject to the *Improper and Proper Use of Your Service* provision of the Customer Service agreement, which we may from time to time modify, without notice to the customer.

Privacy Policy. The PBB Privacy Policy can be found at <http://point-broadband.com/>

Terms of Use. The Terms of Use of the pointbroad.com website can be found at [pointbroadband.com](http://pointbroadband.com)

Complaints. To file a complaint or inquire regarding this policy, any policies referenced herein, or about PBB generally, please contact PBB at 706-501-6550.

**Federal Communications Commission ("FCC") Complaint:** Customers who believe that PBB is not in compliance with the FCC regulations, may file a complaint with the FCC, pursuant to Part 76 of the FCC rules, in the following ways: (1) [Online](#), (2) Telephone: 1-888-CALL-FCC (1-888-225-5322); TTY: 1-888-TELL-FCC (1-888-835-5322); ASL: 1-844-432-2275, or (3) By mail (please include your name, address, contact information and as much detail about your complaint as possible): Federal Communications Commission Consumer and Governmental Affairs Bureau Consumer Inquiries and Complaints Division 445 12th Street, S.W. Washington, DC 20554.

**Supplementary Disclaimers:** This Open Internet Policy does not, in any way, affect, change, or otherwise supersede the legal status of cooperative efforts by PBB, broadband internet access service providers, and other service providers that are designed to curtail infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interest of PBB, rights holders, and end users.