



## NETWORK MANAGEMENT

Connect commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices. Connect will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) current rules. Connect'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.** Connect shall make available public information on its website: <http://www.whiteriverconnect.com/legal-information> regarding its AUP and terms of its service sufficient for customers to make an informed choice regarding their use of such services. Connect will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

**Network Management.** Connect 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.

**Blocking.** Connect 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 the AUP. Connect reserves the right but does not assume the responsibility to block or limit access to content that violates the AUP. Connect shall not unjustly or unreasonably block access to lawful content, applications, services, or non-harmful devices, subject to reasonable network management.

**Throttling.** Connect 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, including a description of what is throttled and when.

**Affiliated or Paid Prioritization.** Connect 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. Connect may have certain Service Level Agreements in place which will be incorporated in network management decisions, but any such scenarios would be non-discriminatory.

**Congestion Management.** 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. Connect may seek criminal charges against those who inflict network malice. Connect may also attempt to recover costs incurred from network malice.

Connect 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. While Connect does not currently have any speed thresholds, Connect 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, Connect may temporarily limit the speed at which you can send and receive data over the Connect access network. Connect may use other traffic management and prioritization tools to help ensure equitable access to the Connect network for all customers. Excessive bandwidth or hardware usage that adversely affects Connect's ability to provide its Internet or any other service may result in additional account management and fees.

Connect 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. The customer further agrees that Connect has the right to disclose any information it deems necessary to satisfy any legal or operational requirements.

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

**Device Attachment Rules.** After the demarcation point (router), devices connecting to Connect's network must conform to general public standards and be non-harmful to the network.

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

**Discrimination.** Connect 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 Connect's Internet service is the maximum bandwidth throughout that is available and achievable with the technology utilized by Connect. 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 10Gbps, with less than 50ms latency, depending on availability and the service level subscribed. Current service level offerings may be found on our website at [www.whiteriverconnect.com](http://www.whiteriverconnect.com).

Several factors may affect the actual bandwidth throughput of Connect's Internet service offerings. This includes but is not limited to the distance between the service point and Connect'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.

**Pricing.** Please click on the following website link for pricing information, including monthly prices or additional network services at: <http://www.whiteriverconnect.com/pricing>.

**Privacy Policies.** Please click on the following website link to view Connect's complete privacy policy: <http://www.whiteriverconnect.com/legal-information>. Connect does not generally inspect network traffic. Certain traffic information is retained and stored for specific periods of time as required by state or federal law. This includes information stored and provided to law enforcement as it relates to information requested by law enforcement pursuant to national security and/or criminal statutes and Acts. Connect does not otherwise store, use, or provide traffic information for non-network management purposes.

**Impact of Non-Broadband Internet Access Service Data Services.** Real time services, such as Non-BIAS services, include Voice over Internet Protocol (VoIP), schools curriculum-approved applications and content, and other school or hospital connections, command optimal bandwidth. As Non-BIAS traffic is combined with general Internet traffic on Connect's network, broadband customers could experience service delays, although very unlikely, if there is an occurrence of congestion on Connect's network. In any such event, the Non-BIAS traffic is given priority over general Internet traffic.

**Electronic Communications Privacy Act (ECPA) Notice.** Customers are hereby notified that Connect 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.** White River Connect, LLC., complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 (“Act”). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. If we receive a determination that any subscriber or account holder has infringed another’s copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. White River Connect, LLC., accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

**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:	White River Technologies, LLC
Names doing business under:	White River Connect
Designated Agent:	Attn: Net Abuse
Mailing address of Agent:	PO Box 969 Branson, MO 65615
Telephone:	417-318-2628
Email:	<a href="mailto:netabuse@whiteriverconnect.com">netabuse@whiteriverconnect.com</a>

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 us through the General Contact Information below.

**General Contact Information.**

If you have any questions regarding this policy or otherwise, please contact Connect customer service at: [info@whiteriverconnect.com](mailto:info@whiteriverconnect.com) or 417-318-2628.