

PeoplesNet  
**Open Internet Policy**  
(Updated July 2019)

PeoplesNet ("We", "Our" or "Us") is committed to an open Internet and supports the following Net Neutrality principles:

- Transparency
- NO Blocking of Internet content, subject to reasonable network management as described below
- NO Throttling of Internet content, subject to reasonable network management as described below
- NO Unreasonable Discrimination
- NO Paid Prioritization of Internet content
- Freedom of Customers to access lawful content
- Freedom of Customers to use non-harmful applications of their choice
- Freedom of Customers to attach non-harmful personal devices

This Open Internet Policy sets forth certain information regarding the policies and practices of PeoplesNet and how We manage Our network for broadband internet access service (the "PeoplesNet Networks"). This Open Internet Policy is a supplement to and is incorporated by reference in Our (i) PeoplesNet Agreement for Residential Services (available at: <https://www.psbnewton.com/about-us/community/internet-service>) ("Residential Service Agreement"), and ii) PeoplesNet Agreement for Commercial Services (available at: <https://www.psbnewton.com/about-us/community/internet-service>) ("Commercial Service Agreement," and together with the Residential Service Agreement, the "Service Agreements") and in the event of any inconsistency between this Open Internet Policy and the Service Agreements, this Open Internet Policy shall control.

PeoplesNet broadband access service is primarily a fixed wireless service ("Service"). Although We have engineered the PeoplesNet Networks to provide consistent high-speed data services, some network management for these scenarios is required, because very heavy data usage by even a few customers at times and places of competing network demands can affect the performance for all Customers.

## **Network Management Practices**

### **BLOCKING**

Other than reasonable network management practices disclosed below, We do not block or otherwise prevent a Customer from accessing lawful content.

## **THROTTLING**

Other than reasonable network management practices disclosed below, We do not throttle or otherwise degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

## **AFFILIATED PRIORITIZATION**

Except with respect to VOIP traffic as described below, We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of Our affiliates, defined as an entity that controls, is controlled by, or is under common control with PeoplesNet.

## **PAID PRIORITIZATION**

We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.

## **CONGESTION MANAGEMENT**

Our Service is provided on a “best efforts” basis and Our congestion management practices are in place to ensure that all Customers experience as high quality a service as we can provide under varying usage periods. Our typical frequency of congestion is estimated at less than 5%. Our Customers are subject to the maximum connection speeds and Monthly Data Allowances (if any) set forth in the Customer’s Confirmation of Sale (“COS”). In a manner consistent with Our Service Agreements and Privacy Policy, We may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the PeoplesNet Networks. To help manage traffic on the PeoplesNet Networks, during times of high demand, We may allocate available bandwidth among Customers on an equal basis, by account level. In addition, We may prioritize certain applications, such as public safety and voice, over other traffic types.

In a manner consistent with Our Privacy Policy, We monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance Our 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 Our network, and traffic related to the accounts of commercial Customers. We may limit peer-to-peer applications to the extent We determine, in Our sole and reasonable discretion, it is appropriate to maintain an efficient network load. Our congestion management practices are in place to ensure that all Customers experience high quality service.

Our service is provided on a "best efforts" basis. Certain circumstances may 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 and the connection of multiple devices to Our network. We may use specific traffic shaping software in order to give priority on an unpaid basis to interactive or critical classes of traffic such as VoIP, streaming video, traffic essential to the efficient operation of Our network, and traffic related to the accounts of commercial Customers or Customers with dedicated connections. We may also conduct deep packet inspection ("DPI"), which is a type of filtering that will examine the data and/or header part of Internet traffic for viruses, spam, intrusions, or protocol non-compliance that may harm the PeoplesNet Networks; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of Our Service Agreements. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes. If We determine, in Our sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers or the KNR Networks, We reserve the right to apply additional congestion management techniques.

## **APPLICATION-SPECIFIC BEHAVIOR**

Subject to the qualifications that PeoplesNet may reasonably limit or rate-control specific or classes of applications, and that We may reasonably limit peer-to-peer applications or other specific protocols or protocol ports as set forth in this policy, PeoplesNet generally treats all lawful applications identically. However, We reserve the right to block or limit access to any applications, ports or protocols that We determine, in Our sole and reasonable discretion, may expose the PeoplesNet Networks to potential legal liability, harm the PeoplesNet Networks or otherwise interfere with or impair the experience of other Customers on the PeoplesNet Networks. The PeoplesNet Networks may also not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/software.

## **DEVICE ATTACHMENT RULES**

Generally, you do not need approval to connect a third-party device to the PeoplesNet Networks. PeoplesNet does not limit the types of devices that can be connected to the PeoplesNet Networks, provided they are used for lawful purposes and do not harm the PeoplesNet Networks, violate Our Service Agreements, or harm other users of the PeoplesNet Networks. However, if We determine, in Our sole and reasonable discretion, that the connection of a particular type of device to the PeoplesNet Networks negatively impacts other users or the PeoplesNet Networks, or may expose Us to potential legal liability, We reserve the right to limit or restrict Customers' ability to connect such type of device to the PeoplesNet Networks. If you need technical support services to assist you in the installation and configuration of third party devices, please contact the manufacturer of those devices.

## **SECURITY**

We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the PeoplesNet Networks. We monitor the PeoplesNet Networks for security threats and may prohibit certain activity on the PeoplesNet Networks that we may deem, in Our sole and reasonable discretion, poses a potential risk to the PeoplesNet Networks or to other Customers. Triggering conditions include but are not limited to denial of service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious and typically persistent. If We notice excessive Customer connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the PeoplesNet Networks or use by other Customers, We will attempt to notify the Customer to work collaboratively to remedy the issue to the extent possible; however, We reserve the right as a reasonable security practice, without advance notice, to block any Customer traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to be problematic) that We determine, in Our sole and reasonable discretion, may cause harm to the PeoplesNet Networks or to other Customers, or may expose Us to potential legal liability.

## **PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS**

Specific Service fees and rates for an individual Customer is set forth in the COS. Various information is also publicized on the PeoplesNet Website.

## **SERVICE DESCRIPTION AND PRICING**

Links to a current description of the categories of Internet access service offered to residential and business Customers, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications, are available here:

<https://www.psbnewton.com/about-us/community/internet-service>

### **RESIDENTIAL**

Information on residential plans is available at:

<https://www.psbnewton.com/about-us/community/internet-service>

### **BUSINESS**

Information on commercial plans is available at: Or contact Us at the following numbers for customized business plans:

<https://www.psbnewton.com/about-us/community/internet-service>

618-783-2321

## **IMPACT OF NON-BROADBAND INTERNET ACCESS SERVICE DATA SERVICES (ALSO KNOWN AS "SPECIALIZED SERVICES")**

We do not offer data-related Specialized Services to Customers that will affect the last-mile capacity available for, and the performance of, Our broadband Internet access Service offering.

However, there may be a temporary slowing of Internet speed when using any of PeoplesNet broadband and VoIP services at the same time.

## **VARIOUS FEES**

In addition to the specific fees that are set forth on the COS, specific fees for equipment repairs, service calls, or other situation-specific fees that vary in amount based on circumstances and that are incurred only after the Customer's advance approval, we may from time to time assess one or more of the following fees:

Residential Install Fee: \$50

Residential Early Cancellation Fee: \$200 if prior to the 12 month mark or \$50 if prior to the 24 month mark

Business Install Fee: \$80 for standard install or actual cost for custom installs

Business Early Cancellation Fee: 5x monthly service cost if prior to the 12-month mark or 1x monthly service cost if prior to the 24-month mark

Initial Install Upgraded Router Fee: \$50

Router Replacement: \$70 for base model or \$120 for upgraded model

## **NETWORK SPEEDS**

PeoplesNet currently offers a standard range of download speeds to new residential Customers varying from 5 Mbps to 500 Mbps. Download speeds for new commercial customers are customer-specific based on customer requirements. The PeoplesNet Networks are designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed. PeoplesNet however cannot guarantee speeds at all times, as there are many factors and conditions beyond PeoplesNet control that can affect Internet performance. Some of these external factors and conditions are:

- i. Performance of Subscriber computer and/or router
- ii. Type of connection to Subscriber's own equipment (i.e., Wi-Fi)
- iii. Congestion of websites and services on the Internet
- iv. Website or service limiting speeds on the Internet
- v. Internet and equipment performance outside of the PeoplesNet Networks

The PeoplesNet Services are advertised as "up to" certain speeds reflecting performance under ideal conditions. Without purchasing an expensive "dedicated" Internet connection, no Internet Service Provider can guarantee package speeds at all times. However, we do offer packages for enterprise and utility providers that are dedicated upon request for additional prices that would need to be quoted.

## **ACCEPTABLE USE**

As set forth in the Service Agreements, all of PeoplesNet service offerings are subject to the Acceptable Use Policy ("AUP") section of the Service Agreements, which We may from time to time establish or revise.

## **PRIVACY POLICY**

Our current Privacy Policy is available on Our website:

<https://www.psbnewton.com/about-us/community/internet-service>

## **REDRESS OPTIONS**

PeoplesNet endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact Us at <https://www.psbnewton.com/about-us/community/internet-service>, or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is PeoplesNet, Attn: Legal Notices, 100 West Washington Street, Newton, IL 62448.

## **DISPUTES AND ARBITRATION**

The Service Agreements require the use of arbitration to resolve disputes and otherwise limits the remedies available to Customers in the event of a dispute.

## **FCC REQUIREMENTS AND COMPLAINT PROCESS**

The Federal Communications Commission ("FCC") has adopted rules to preserve the Internet as an open platform ("Rules"). Information regarding these Rules is available on the FCC's website at: <https://www.fcc.gov/restoring-internet-freedom> If a Customer believes that We are not in compliance with the FCC's rules, the Customer may file an informal complaint with the FCC. The FCC urges Customers to submit any complaints via its website at the following address: <https://consumercomplaints.fcc.gov/hc/en-us>.

## **ADDITIONAL DISCLAIMERS**

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by PeoplesNet that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders, Our Customers and other end users. Furthermore, this Open Internet Policy does not prohibit Us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreements and Privacy Policy.