

Internet Transparency Statement of 101Netlink

Since 2010, the Federal Communications Commission (“FCC”) has issued a series of orders and rules to preserve the Internet as an open platform. These original transparency rules went into effect on November 20, 2011, to “publicly disclose accurate information regarding the network management practices, performance, and commercial terms of its broadband Internet access services sufficient for consumers to make informed choices.” In July 2014, the FCC Enforcement Decision issued a further Advisory Guidance clarifying that a provider’s advertising claims must match its posted disclosure statement. On December 14, 2017, the FCC issued its *Restoring Internet Freedom* Order re-categorizing broadband internet services as information services covered by Title I of the Telecommunications Act of 1996 and clarifying the requirements for a provider’s “Internet Transparency Statement.” The following rule summarizes the FCC’s requirements:

Any person providing broadband Internet access service shall publicly disclose accurate information regarding the network management practices, performance, and commercial terms of its broadband Internet access services sufficient to enable consumers to make informed choices regarding the purchase and use of such services and entrepreneurs and other small businesses to develop, market, and maintain Internet offerings. Such disclosure shall be made via a publicly available, easily accessible website or through transmittal to the Commission. FCC Restoring Internet Freedom Order at par. 215

Through these rulings, all Internet service providers such as 101Netlink (“ISP”) are required to post information regarding various issues so that consumers, both residential and business, can make informed choices about choosing an Internet service provider. This document contains information regarding our services and compliance with the FCC’s rules. The policies contained herein serve as a supplement to the existing Terms of Service, Acceptable Use Policy, and Privacy Policy.

The FCC’s rules require internet service providers to disclose the following practices:

- Transparency. Fixed and mobile broadband providers must disclose the reasonable network management practices, performance characteristics, and terms and conditions of their broadband services;
- Blocking. Any practice (other than reasonable network management elsewhere disclosed) that blocks or otherwise prevents end user access to lawful content, applications, services, or non-harmful devices, including a description of what is blocked.
- Throttling. Any practice (other than reasonable network management elsewhere disclosed) that degrades or impairs access to lawful Internet traffic based on content, application, service, user, or use of a non-harmful device, including a description of what is throttled.
- Affiliated Prioritization. Any practice that directly or indirectly favors some traffic over other traffic, including through the use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate, including identification of the affiliate.

- **Paid Prioritization.** Any practice that directly or indirectly favors some traffic over other traffic, including through the use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.
- **Congestion Management.** Descriptions of congestion management practices, if any. These descriptions should include the types of traffic subject to the practices; the purposes served by the practices; the practices' effects on end users' experience; criteria used in practices, such as indicators of congestion that trigger a practice, including any usage limits triggering the practice, and the typical frequency of congestion; usage limits and the consequences of exceeding them; and references to engineering standards, where appropriate.
- **Application-Specific Behavior.** Whether and why the internet service provider blocks or rate-controls specific protocols or protocol ports, modifies protocol fields in ways not prescribed by the protocol standard, or otherwise inhibits or favors certain applications or classes of applications.
- **Device Attachment Rules.** Any restrictions on the types of devices and any approval procedures for devices to connect to the network.
- **Security.** Any practices used to ensure end-user security or security of the network, including types of triggering conditions that cause a mechanism to be invoked (but excluding information that could reasonably be used to circumvent network security).

Blocking and Prioritization

Blocking:

101Netlink does not block lawful content, applications, services, or non-harmful devices.

Throttling:

101Netlink does not throttle lawful content, applications, services, or non-harmful devices.

Affiliated Prioritization: 101Netlink does not prioritize its or its affiliates' services over any others subscribed to or chosen by its customers.

Paid Prioritization:

101Netlink is a net-neutral provider of broadband internet services and all associated services provided over the user's internet connection. 101Netlink does engage in congestion management to ensure the best user experience across its customer base and those are described below.

Congestion Management

Traffic subject to congestion management practices:

All traffic is treated equally and subject to congestion management practices regardless of content or service.

Purposes served by congestion management practices:

To provide all customers with reliable internet access during peak usage hours.

Criteria used in determining congestion management practices:
“Not applicable.”

Usage limits:

At this time, 101Netlink does not limit bandwidth usage. We provide the agreed bandwidth of a user’s selected Monthly Service Plan. Once that usage amount is reached, all additional usage is charged at a flat rate of \$1 per 1 Gigabyte.

Application-Specific Behavior: 101Netlink does not block internet traffic regardless of protocols, applications, ports, or devices except to protect the network and customers.

Device Attachment Rules: 101Netlink has no restrictions on the types of devices attached to its network.

Security: 101Netlink uses various tools and methods to protect the security of its network and, in turn, its customers. 101Netlink has implemented several network-based security tools designed to identify and block malicious activity. 101Netlink monitors for unusual login, firewall, and other specific malicious network activity on its network. 101Netlink employs various practices which include temporarily blocking certain traffic if malicious activity is detected, if traffic volumes exceed certain baseline metrics, if the source of the traffic is potentially harmful to its customers, or if traffic is known to be associated with illegal behavior. 101Netlink may block specific ports, and internet protocol addresses, and cancel or suspend customer accounts used to host malicious websites, send phishers or spam, launch malicious attacks, or attempt to steal customer information. To maintain the integrity of its network and security programs, 101Netlink does not disclose the specific details about its security tools and methods

Disruptions: 101Netlink does not guarantee uninterrupted service. 101Netlink will not and cannot be responsible for any disruption of service due to power outages, equipment malfunctions, customer-induced issues, or any natural or unnatural causes beyond 101Netlink control. 101Netlink will make every reasonable effort to restore service as quickly as possible. 101Netlink does not guarantee a refund or service credit for loss of service. The Subscriber acknowledges and agrees that the service is not intended to be, and will not be used as your primary or “life-line” telecommunications service.

Performance Characteristics

101Netlink must disclose the following network performance characteristics:

Service Description:

Technology:

101Netlink provides fixed wireless broadband service using licensed and unlicensed frequencies. Broadband service is delivered via a network of access points and backhaul radios installed on various towers that connect to 101Netlink’s internet access equipment and redundant transport paths. Customer premise equipment sends and receives internet from the access point on the tower.

Access Speed and Latency:

All 101Netlink service offerings are described as “best-effort” and are not guaranteed unless otherwise stated in a contract. Actual bandwidth availability for any customer may vary depending on peak usage times, access point capacity, and customer-owned equipment.

Latency on 101Netlink’s wireless network is well below 100ms at all times with normal ranges between 30-40 ms. Latency is dependent on the type and number of customer-owned equipment, peak usage times, and temporary external interference.

Suitable applications:

101Netlink’s fixed wireless broadband service is suitable for real-time applications such as VOIP, Gaming, remote desktop, VPN, etc

Impact of Specialized Services: 101Netlink is a VoIP service reseller. Except for VOIP service, 101Netlink does not provide any other specialized service. VOIP bandwidth is shared with other devices on a customer’s purchased Internet package. A customer’s broadband Internet access may be affected while using their VOIP service.

Impact of Non-Broadband Internet Access Service Data Services: None.

Commercial Terms

Internet service providers must disclose the commercial terms of their broadband Internet access service including those listed below.

Pricing: 101Netlink will only install Internet service after our technicians have determined that the signal quality is adequate. Service availability is subject to signal quality, terrain, physical obstruction, and local interference. Monthly prices, usage-based fees, and any additional network service fees may be viewed at www.101Netlink.com/residential-solutions or www.101Netlink.com/business-solutions.

Terms of Payment: All service charges are billable in advance and due upon receipt. A late charge of 5% of the unpaid balance or a minimum of \$5.00 will be charged on all accounts not paid by the 10th of the current month. If payments are not received by the 21st of the month, 101Netlink may suspend service without further notice. Restoration of service shall be subject to payment by the subscriber of all amounts in arrears plus a \$25.00 reconnect fee.

Early Termination Fee: To cancel service before the end of this agreement term, the subscriber must provide 101Netlink 30 days advance notice of cancellation. Should the service degrade beyond 101Netlink’s control and 101Netlink is unable to restore service, then 101Netlink will waive the contract and will not charge an early termination fee. All installation and past service fees are non-refundable. No refund of the current service term is available if the subscriber cancels without 30 days advance notice.

Taxes, fees, & other assessments: Subscriber is fully responsible for all federal, state, and local taxes, fees, surcharges, and other assessments that are imposed on the services and equipment. This Agreement sets forth the entire agreement of the parties and may be amended only in writing and signed by the party to be bound thereby. Failure to pay any charge due 101Netlink or to return 101Netlink's equipment shall entitle 101Netlink to take legal action to recover the same, and Subscriber will be liable for and shall pay 101Netlink (i) all expenses incurred in connection with the collection of all amounts in arrears and (ii) reasonable attorney fees of 25% of the balance owed to 101Netlink.

Privacy Policies: No customer browsing information is stored. We do not perform deep packet inspection. No information is provided to third parties. 101Netlink's privacy policy can be found here: www.101Netlink.com/support/

Redress Options: 101Netlink will expeditiously address all customer complaints. Customers can contact our office by phone at 707-923-4000 or may send an email to inquiries@101Netlink.com.

FCC Notice

If a customer believes that this Internet Transparency Statement terms are not being met, the customer may file an informal complaint at the Federal Communications Commission. The FCC urges customers to submit any complaints following these instructions at the following address: <https://consumercomplaints.fcc.gov/hc/en-us/articles/115002206106>. Customers may also file a formal complaint at the FCC using Part 76 of the Commission's rules.

Additional Disclaimers

These internet transparency rules, as adopted are not intended to affect, alter, or otherwise supersede the legal status of cooperative efforts by 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 interests of the company, rights holders, and end users. Furthermore, these rules do not prohibit the company from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. Moreover, 101Netlink reserves the right to cooperate with law enforcement investigations upon proper legal notice and procedures. For additional information, please review the Acceptable Use Policy located at www.101Netlink.com/support.