



**QUESTIONS? CONTACT YOUR LOCAL OFFICE:**

Hickman Co. 931-729-3558

Houston Co. 931-289-3311

Humphreys Co. 931-296-2581

Lewis Co. 931-796-3116

Perry Co. 931-589-2151

www.mlconnect.com

*World class broadband; hometown service.*

## Business Fiber Optic Broadband Terms of Service

This Business Fiber Optic Broadband Terms of Service Agreement (“Agreement”) describes the terms under which Meriwether Lewis Connect, LLC (MLConnect) will provide fiber optic broadband service (the “Service”) to you. **Please read the below terms carefully, as they are legally binding. Agreement to terms is constituted by Customer signing the Participation Agreement form at time service is requested.**

**1. CUSTOMER’S OWNERSHIP OF SERVICE LOCATION.** Customer represents that it lawfully owns the real property at which Customer is to receive the Service (the “Service Location”), or that Customer has the permission of such owner(s) to enter this Agreement.

**2. COMPLIANCE WITH AGREEMENT AND TERMS OF SERVICE.** Customer agrees to comply with this Agreement and with MLConnect’s policies, rules, and price schedules (collectively the “Terms of Service”)—all of which constitute a contract between Customer and MLConnect. Customer acknowledges and agrees that the Terms of Service may change from time to time following notice of such and will remain contractually binding. Customer’s use of the Service shall be deemed acknowledgment that Customer has read and agreed to the Agreement and the Terms of Service.

**3. BILLING AND PAYMENT.** Customer agrees to pay all current and future rates, fees, deposits, and other charges related to the Service. Customer agrees that failure to pay all rates, fees, and charges may result in termination of the Service and MLConnect’s collection of amounts owed. Installation fee (if applicable) is due upon scheduling of the install. The first bill will include first full month of service plus prorated amount for the month of install. Billing period is the 1st through the 30th of each month. eBill will be rendered the 1st (or next business day) for the next month with a due date of the 10th. A late fee of five percent of the total due will be assessed if account not paid in full by the 15th of the current month. Accounts not paid in full by the 15th of the month prior to the billing period will be disconnected, and a \$25 reconnect fee applied. If disconnected for nonpayment, account must be made current before service is restored.

**4. TERM OF AGREEMENT AND TERMINATION BY CUSTOMER.** Customer can cancel service at any time. *(RG/router remains the property of MLConnect and must be returned if service is canceled. If gateway is not returned, a \$100 fee will be assessed on the account. Fee shall be refunded upon the return of the undamaged gateway. If needed, MLConnect personnel shall be granted access during normal business hours to retrieve the RG/router.)*

**5. TERMINATION BY MLConnect.** Notwithstanding anything else in this Agreement, MLConnect may terminate or decline to provide Service to Customer at any time and for any reason, including but not limited to breach (including nonpayment) under this Agreement or for a violation of the Terms of Service.

**6. COMPLIANCE WITH APPLICABLE LAWS.** Customer agrees not to use the Service in a way prohibited by the Terms of Service or by local, state, or federal law—including but not limited to trademark, copyright or other intellectual property laws.

**7. GRANT OF EASEMENT.** As a condition of receiving Service, and without financial compensation, Customer will grant and transfer to MLConnect (or, at MLConnect’s direction, to a third party) a perpetual commercial communications easement on and through the Service Location to provide data and voice services on transport fiber, distribution fiber and service extension fiber, if applicable, for Service to both Customer and to other subscribers, and to perform necessary maintenance, service upgrades, and periodic right-of-way maintenance. If electric utility facilities cross the Service Location, these easements will generally follow those facilities.

**8. INSTALLATION PROCESS.** The fiber **service drop** will follow the same route as customer’s electric service all the way to the dwelling or structure, unless other arrangements are mutually agreed upon prior to the service drop installation. It shall be the customer’s responsibility to notify MLConnect if an alternate route is desired. No one is required to be present for the service drop installation, so prior notification of this step will not be provided unless an issue is encountered. After drop completion, an MLConnect representative will contact customer to schedule the inside installation. Customers renting or leasing must have the Landlord or Property Manager’s written permission for installation prior to the service drop construction and the arrival of the MLConnect installer for the in-home installation. Installation may require drilling through interior and/or exterior walls to run wire and installing outside and interior equipment.

**9. DAMAGE RESULTING FROM UNDERGROUND DROP CONSTRUCTION.** MLEC/MLConnect follows all local and state regulations related to underground drop construction, and the customer is responsible for marking all personally-owned facilities buried along the path of the structure or dwelling’s electric service. As such, MLEC/MLConnect is not responsible for damage to unmarked customer or utility-owned facilities that may result from underground service drop construction. Examples of customer-owned facilities may include, but not be limited to, water lines, pet containment fences, satellite dish cabling, electric feeds, septic and drainage lines, etc.

**10. NO SERVICE LEVEL GUARANTEES.** Customer understands and agrees that MLConnect does not guarantee that any particular amount of bandwidth on the Service will be made available to Customer or that any speed or throughput of Customer’s connection to the Service will be available to Customer. The Service is subject to both scheduled and unscheduled maintenance outages; MLConnect will endeavor, however, to minimize the impact of scheduled maintenance outages. Customer understands that the Service requires electricity at the Service Location and, if an electrical outage occurs, the Service (which may include telephone) will not function.

Your MLConnect-provided Gigabit Passive Optical Network (GPON) optical network terminal (ONT) is powered by plugging it into an electrical wall outlet. In the event of an electrical outage, your modem will not receive power, and thus, will not operate. If this were to happen your MLConnect phone service, including any medical or security alert services, like E911, will not be available to you. TAKE NOTE: If you have a

medical alert system, or security equipment, you are strongly encouraged to utilize and maintain a battery back-up. It is your responsibility to provide, maintain, monitor, and/or replace a backup battery.

**11. MLConnect EQUIPMENT AND SOFTWARE.** MLConnect's equipment is designed to be used on the premises in which service is installed. All equipment MLC installs in your home/business remains the property of MLEC/MLConnect. In the event you relocate or disconnect service, all such equipment must be returned to an MLEC/MLConnect office. If not returned, you are subject to a replacement fee, refundable once equipment is returned. You assume the risk of loss, theft, or damage to the equipment at all times prior to the removal of the units by MLConnect or return of the units by you. MLConnect personnel shall be granted access to customer premise during regular business hours to retrieve its equipment. NOTICE: **Regarding outside service drops, should consumer, or agent thereof, cut, break or otherwise damage a drop, the cost for repairs shall be paid by consumer.** (Service shall be restored once paid.)

**12. CUSTOMER EQUIPMENT.** Customer is responsible for maintaining the wiring and all other applicable devices within the Service Location needed to utilize the Service. Customer is responsible for meeting and complying with the minimum computer, device, and system requirements established by MLConnect and contained herein. **TAKE NOTE:** If you have a medical alert system, or security equipment, you are strongly encouraged to utilize and maintain a battery back-up. It is your responsibility to provide, maintain, monitor, and/or replace a backup battery.

**13. TECHNICAL SUPPORT.** Unless otherwise provided by the Terms of Service, MLConnect does not provide technical assistance with third-party hardware or software.

**14. LIMITATION OF LIABILITY.** Customer agrees that the damages to which it is entitled from MLConnect or from any other party under this Agreement are limited to the cost of the Service to Customer and, if applicable, to obtain the replacement or repair of any defective software or equipment provided by MLConnect. MLConnect, its officers, operating managers, owners, parent company, employees, affiliates and agents ("MLConnect parties") will not be liable for any interruptions in service or liable for any delay or failure to perform, nor for any indirect, incidental, special, punitive or consequential damages that arise out of or relate to this agreement or the service provided hereunder, including without limitation business interruption, lost profits, computer failure or malfunction, any damages for loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions. The MLConnect purpose, regarding MLConnect equipment, software, or any services furnished to customer. All such warranties are expressly excluded. In no event shall the MLConnect parties have any liability for special, indirect, incidental or consequential damages relating to the equipment or resulting from MLConnect's furnishing or failure to furnish any services or equipment to customer or from any fault, failure, deficiency or defect in services or equipment furnished to customer.

**15. NO WARRANTY.** MLConnect does not warrant uninterrupted use of the Service, nor does it warrant that the Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components. MLConnect does not warrant that any data or files Customer sends or receives via the Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Customer's information. The service and MLConnect equipment are provided on an "as-is basis" and without warranties of any kind, whether expressed or implied, for the service, equipment, and software MLConnect provides and MLConnect disclaims any warranty of title, merchantability, non-infringement, or fitness for a particular purpose.

**16. INDEMNITY.** Customer shall defend, indemnify, and hold harmless MLConnect and its corporate parent, Meriwether Lewis Electric Cooperative—along with their directors, officers, and employees—against any third-party claims, damages, losses, attorney's fees, and expenses relating to or arising from Customer's breach of this Agreement or its violation of the Terms of Service.

**17. SUCCESSORS AND ASSIGNS.** MLConnect's rights and obligations under this Agreement shall accrue to any of MLConnect's successors or assigns. Customer may not sell, transfer, or assign this Agreement to a third party without MLConnect's advance written consent.

**18. JURISDICTION; VENUE; CHOICE OF LAW.** Customer agrees that exclusive jurisdiction for any claim or dispute with MLConnect relating to this Agreement or the Service resides in the courts of Tennessee and that this Agreement shall be governed by Tennessee law. If legal action is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

**19. CONSENT TO COMMUNICATIONS.** Customer consents to receive communications from MLConnect relating to the Service, including regular U.S. mail, emails, text messages, and phone calls. Customer may opt-out of any nonemergency or non-billing communications.

**20. SECURITY.** Customer agrees that using the Service presents certain security risks that may enable other Internet users to gain access to or use of Customer's equipment or information. Customer is solely responsible for taking all appropriate security measures when using the Service, and agrees that neither MLConnect nor Meriwether Lewis Electric Cooperative shall be responsible for security or information breaches. Customer agrees that MLConnect may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam.

**21. AMENDMENT OF THIS AGREEMENT AND THE TERMS OF SERVICE.** MLConnect reserves the right to modify this Terms of Service at any time by posting changes online at [www.mlconnect.com](http://www.mlconnect.com). Customer's continued use of the Service following online notice of such modification shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Agreement or the Terms of Service, Customer must immediately cease using the Service and notify MLConnect that Customer is terminating the Service.

**22. ENTIRE AGREEMENT.** This Terms of Service Agreement is the only terms and conditions that govern the Service. No undertaking, representation or warranty made by any agent or representative of MLConnect in connection with the sale, installation, maintenance or removal of the Service shall modify or amend this Terms of Service Agreement.

**Agreement to terms is constituted by signing the Participation Agreement form at time service is requested.**

Effective Date: 3/9/22

## Acceptable Use Policy

This Acceptable Use Policy applies to Internet and related services ("Services") delivered by Meriwether Lewis Connect, LLC ("MLConnect"). This policy is designed to encourage our customers and others ("Users") to use the Services responsibly and to enable us to provide our Users with secure, reliable and productive Services.

**GENERAL CONDUCT.** MLConnect's network and the Services may be used only for lawful purposes. MLConnect is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services in order to transmit, distribute or store material, (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or otherwise illegal, or that contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. Users are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of Services to MLConnect.

**INTERNET SERVICES.** While MLConnect does not at this time impose bandwidth allotments (i.e., data caps), MLConnect reserves the right, in its sole discretion, to enforce bandwidth allotments depending upon your level of usage and the level of Service(s) purchased. If bandwidth allotments are imposed, and if you have exceeded the appropriate level of internet usage in any given month, MLConnect will notify you by phone or in writing. You agree to pay additional charges upon notice from MLConnect. MLConnect reserves the right, in its sole discretion, to enforce bandwidth allotments on a customer-by-customer basis, if your usage exceeds ten (10) times the average customer usage for your specific customer classification.

**USER RESPONSIBILITY FOR CONTENT.** MLConnect does not assume any responsibility, control, oversight, ownership, or other interest in e-mail messages, websites, content or other electronic data (in any form) of its Users, whether or not such electronic information is stored in, contained on or transmitted over property, equipment or facilities of MLConnect. Users are and shall remain solely responsible for such electronic information.

**EMAIL.** Users may not send unsolicited e-mail messages including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an e-mail account on MLConnect's Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send e-mail messages which are excessive and/or intended to harass others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing," (e) send e-mail messages in a manner that violates the use policies of any other internet service provider.

**FORUM POSTS AND BLOGS.** Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

**NOTICE AND PROCEDURE FOR MAKING COPYRIGHT INFRINGEMENT CLAIMS.** Copyright infringement occurs when a copyrighted work is reproduced, distributed, performed, publicly displayed, or made into a derivative work without the permission of the copyright owner. If you believe that any material on the MLConnect websites has infringed your copyrighted material, or that MLConnect is the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement. This information does not take the place of advice from your legal counsel. MLConnect is providing this information to you and your Users for informational purposes only.

**REJECTION/REMOVAL.** MLConnect reserves the right to reject or remove any material residing on or transmitted to or through the Services that MLConnect, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. MLConnect may immediately remove content if MLConnect believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act (or "DMCA"). Upon MLConnect's request, Users shall terminate service to any third-party user or agent who, in MLConnect's sole discretion, has violated the AUP, Terms and Conditions, or applicable law or regulations.

**REPORTING OTHER SUSPECTED VIOLATIONS OF USE.** To report other violations of use, please contact the DMCA Agent using the information below. To report a child exploitation incident involving the Internet contact law enforcement immediately.  
Notification of Copyright Claim: If you believe that a Web page is hosted by MLConnect and is violating your rights under U.S. copyright law,

you may file a complaint of such claimed infringement with the MLConnect designated agent as described below:

**Contact: DMCA Agent**

**Mail: MLConnect, LLC, Attn: Copyright Claims, PO Box 240, Centerville, TN 37033**

**E-Mail: [customercare@mlconnect.com](mailto:customercare@mlconnect.com)**

In compliance with Section 512(c)(3) of the U.S. Copyright Act DMCA Complaints must be in writing and contain the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit MLConnect to locate the material;
4. Information reasonably sufficient to permit MLConnect to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Be aware that anyone making false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

**MLCONNECT'S RESPONSE TO INFRINGEMENT CLAIMS.** Upon receipt of a compliant infringement notification MLConnect will respond within ten (10) business days confirming the receipt of the notification. Within an additional ten (10) business days MLConnect shall notify the alleged infringing party of receipt of the notification and will render a cease and desist letter inclusive of the counter-notification options described below.

**COUNTER-NOTIFICATION IN RESPONSE TO CLAIM OF COPYRIGHT INFRINGEMENT.** In compliance with Section 512(g)(3) of the U.S. Copyright Act, if a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notice, please forward your counter-notice to MLConnect's designated agent at the address noted above. This process will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant.

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement.

**SYSTEM AND NETWORK SECURITY:** Users are prohibited from violating or attempting to violate the security of MLConnect, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. MLConnect may investigate occurrences that may involve such violations, and MLConnect may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

**SUSPENSION OR TERMINATION.** Any User which MLConnect determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at MLConnect's discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations provided that MLConnect may immediately suspend or terminate such User's service without issuing such a warning if MLConnect, in its sole discretion deems such action necessary. If MLConnect determines that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further notice, and MLConnect may take such further action as MLConnect determines to be appropriate under the circumstances to eliminate or preclude such violation. MLConnect shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from MLConnect's exercise of its rights under this Policy.

**SERVICE MONITORING.** MLConnect has no obligation to monitor the services, but may do so and disclose information regarding the use of the services for any reason if MLConnect, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests to operate the services properly, or to protect itself and its subscribers.

**PRIVACY.** Any User interacting with our site and providing MLConnect with name, address, telephone number, e-mail address, domain name or URL or any other personally identifiable information permits MLConnect to use such information for commercial purposes of its own,

including contacting Users about products and services which may be of interest. All information concerning users of MLConnect shall be kept in accordance with MLConnect's then-applicable Privacy Policy and the requirements of applicable law. MLConnect reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

**NO WAIVER/SEVERABILITY.** Any failure of MLConnect to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

MLConnect reserves the right to modify this Acceptable Use Policy at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Effective Date: 3/12/19



## Net Neutrality Disclosure

Meriwether Lewis Connect, LLC (“MLConnect”) is committed to providing our customers with the best online experience possible. MLConnect uses reasonable network management practices that are consistent with industry standards and uses tools and technologies that are minimally intrusive. Just as the Internet continues to evolve, so to, will our network management policies. Should MLConnect not apply reasonable network management practices, our customers could be subject to the negative effects of security attacks, viruses, and spam among other risks resulting in possible degradation of services.

**NETWORK OVERVIEW.** MLConnect operates a state-of-the-art broadband network whereby services are delivered over its parent company’s, Meriwether Lewis Electric Cooperative (MLEC), fiber optic system whereby cable is brought past each home and business. MLEC builds a fiber drop from the street to connect to any home or business who purchases MLConnect services and where access is granted. It should be noted that not all residential apartment buildings and multi-tenant office buildings allow access. The broadband network enables us to bring the benefits of the extraordinary bandwidth carrying capacity of fiber optics to each MLConnect customer.

**QUESTIONS, ANSWERS AND INFORMATION REGARDING OUR NETWORK PRACTICES.** The FCC requires us to provide descriptions of our Network Management Practices to include Application-Specific Behavior Practices, Device Attachment Rules, Security Practices, Performance Characteristics, Privacy Policies and Customer Redress Options.

**CONGESTION MANAGEMENT.** Given the current bandwidth capacity, no formal congestion management practice is required nor is a practice being employed today other than network monitoring. MLConnect reserves the right to employ congestion management practices in the future. However, we design and affirmatively manage our networks to ensure that all of our customers receive high-quality Internet access services and that network resources are shared fairly among all our users. Our congestion management practices are guided by and in accordance with industry standards and protocols. Because network capacity is a shared resource, portions of our network may nevertheless become temporarily congested when large volume of customers are enjoying high-bandwidth activities at the same time. Because congestion is a function of how many people happen to be using the network and what activities are engaging in at that moment, congestion often is unpredictable. If congestion occurs, it is usually brief and intermittent. We are continually upgrading our networks and seek to avoid congestion by keeping ahead of the exponential demand for broadband.

### **APPLICATION-SPECIFIC BEHAVIOR.**

**Does MLConnect block or rate-control specific protocols?** MLConnect employs industry accepted protocols intended to protect the network from the spread of malware and from applications that are known to propagate these malicious activities. MLConnect does not block any other kinds of traffic. MLConnect subscribes to the philosophy of complete network neutrality, and we treat traffic to and from all customers the same.

**Does MLConnect modify protocol fields in ways not prescribed by protocol standard?** MLConnect does not modify protocol fields not prescribed by protocol standards.

**Does MLConnect inhibit or favor certain applications or classes of applications?** MLConnect does not inhibit or favor applications or classes of applications over its High-Speed Internet/broadband data network. All traffic is treated in a “protocol-agnostic” manner, which means management is not based on the applications and is also content neutral.

### **DEVICE ATTACHMENT RULES.**

**Does MLConnect have any restrictions on the types of devices that they allow to connect to the network?** With the exception of business accounts, MLConnect does not allow customers to connect switches or hubs directly to the Ethernet ports. We do not allow resale or other commercial type traffic such as P2P (peer to peer).

**If there are restrictions, is there an approval procedure for devices connecting to the network?** For any questions regarding the types of devices allowed or required customers should contact MLConnect. While there are no formal approval procedures to get a specific device approved for connection to the network, all devices must be UL certified and carry the FCC Part 64 certification.

### **SECURITY.**

**What are the practices used to ensure end-user security or security of the network?**

- MLConnect uses the following practices to ensure end-user security and network security:
- MLConnect employs industry accepted protocols and practices intended to understand the flow of network traffic in order to best engineer as well as troubleshoot the network.
- The MLConnect network utilizes encryption intended to stop unlawful access to traffic.
- MLConnect utilizes these protocols and practices to protect and secure MLConnect customer data as well as to protect the broadband network for the benefit of all customers. These protocols allow MLConnect to comply with federal CALEA and other Law Enforcement requirements.

#### ***What conditions trigger a security mechanism to be invoked?***

- The encryption protocols and practices used on the MLConnect fiber network provide far more security than is available with other technologies.
- As the Internet evolves so do malware and other types of security exploits. MLConnect's security tools are evolving to meet the security challenges of a 21st century world.
- MLConnect monitors the network many times per second and a trigger would be finding any instance of unwanted network intrusion. MLConnect would react immediately to such and would refer to Law Enforcement Agencies as needed.

#### **PERFORMANCE CHARACTERISTICS.**

**Service Description.** A general description of the service offered, including Service Technology, Expected and Actual Speeds, Expected and Actual Latency, and Suitability of the Service for Real-time Applications follows:

##### Service Technology:

- MLConnect uses a FTTH access system to deliver broadband services to customers. The FTTH system standard is GPON (Gigabit Passive Optical Network). Up to thirty-two (32) customers share one fiber in neighborhoods and this shared fiber is called a PON. The GPON system delivers 2,500 Megabits per second to the subscribers on a PON and 1,250 Megabits per second from the subscribers on a PON.
- In the MLConnect FTTH network there are no electronics between the GPON source and the customer. No electronics means that there are fewer failure points in the network and superior service quality to our customers.

##### Expected and Actual Speeds: Each subscriber is provided access to two different data products:

- Every data customer is given access to the Internet at 300 Megabit per second (up and down). The expected speed for the service is 300 Mbps, and the actual speed is 300 Mbps.
- MLConnect also offers 1000 Mbps (up and down). The expected speeds for this product is 1000 Mbps, and the actual speed are the same as the advertised minus packet overheads. It is possible for customers to experience slower speeds on the open Internet, but slower Internet speeds are due to the nature of the open Internet and not due to any blockage or congestion on the MLConnect network. (Actual speed may be limited due to customer device limitations.)

Expected and Actual Latency: Latency is another measure of Internet performance. Latency is the time delay in transmitting or receiving packets on a network. Latency is primarily a function of the distance between two points of transmission and is typically measured in milliseconds. The MLConnect network in real practice has actual latency generally around 5 milliseconds or less.

Suitability of the Service for Real-time Applications: The MLConnect network is one of the fastest and most accessible networks available in the U.S. Customers can achieve the speeds on our network that they subscribe to, 24/7, without slowdowns or blockages on our networks.

#### **IMPACT OF SPECIALIZED SERVICES.**

***What specialized services, if any, are offered to end users?*** In the future, MLConnect may offer a service that could be considered "Specialized" over the access system. In addition to IP Telephone Service (VoIP), MLConnect may also offer video. This would be delivered to customers over a different data segment than the one used for broadband data traffic (including High Speed Internet traffic).

MLConnect currently provides voice services and certain enterprise business services to its customers using Internet Protocol or "IP"-based technologies. These services are delivered over the same physical network that MLConnect uses to provide broadband Internet access services. These IP services are not provided over the public Internet but are separately provisioned on the MLConnect network. The voice and enterprise business IP services are marked for prioritization to ensure that calls, such as 911 calls, go through even in times of congestion.

#### **PRIVACY POLICIES.**

***Do network management practices entail inspection of network traffic?*** MLConnect examines traffic to the extent needed to utilize the network safety features listed earlier such as eliminating spam or intercepting malware. MLConnect does not inspect traffic for any other purposes other than to keep track, at the network level, where traffic flows in order to make certain that the network is adequate for the demands of customers.

***Is traffic information stored, provided to 3rd parties or used by the ISP for non-network management purposes?*** The only time that any stored information is provided to any 3rd party is in response to a court order from a valid and qualified Law Enforcement Agency.

#### **REDRESS OPTIONS.**

***What are MLConnect's practices for resolving end-user and edge provider complaints and questions?***

- MLConnect first logs all complaints of trouble as a trouble ticket in a trouble log system. This allows for a numeric identification of each trouble reported on the network. Trouble tickets can be generated by customers or self-generated by alarms located on the MLConnect network.
- Secondly, MLConnect assigns a priority to each trouble ticket based upon the perceived severity of the problem. For example, outages involving multiple customers are given a higher priority than a minor network glitch affecting one customer.
- MLConnect attempts to identify and address problems from its Network Operations Center (NOC). If the NOC is unable to clear a reported problem, then a technician is dispatched to address the problem.
- If the problem is of such severity that a field technician cannot solve the problem, the problem is escalated to an engineer. If the engineer is unable to solve the problem, it is generally escalated to an external engineer or consultant or to the vendor that made the

equipment in question. MLConnect contracts with experienced vendors as needed for trouble-shooting and resolution in support of the network.

- The customer may be notified depending upon the severity and type of problem.
- Trouble tickets are retained permanently so that MLConnect is able to view a history of trouble at a specific customer site, a specific neighborhood or with a specific brand or piece of equipment.

**PROHIBITED USES AND ACTIVITIES.** MLConnect's Customer Service Agreement prohibits uses and activities of the service that interfere with or diminish the use and enjoyment of the service by others, infringe on the rights of others or that are illegal. These prohibited uses and activities are listed below and include, but are not limited to, using the service, the customer equipment or the MLConnect equipment, either individually or in combination with the other, to:

- undertake or accomplish any unlawful purpose which includes, but is not limited to, posting, storing, transmitting or disseminating data, information or materials which are unlawful, libelous, obscene, defamatory, threatening or which infringe on the intellectual property rights of any person or entity in any way that would constitute or encourage conduct that would constitute a criminal offense or violate any local, state, federal or international law, order or regulation;
- upload, post, transmit, publish, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited commercial or bulk messages commonly known as "spam;"
- participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others without their prior consent, participate in the use of software designed to facilitate these activities, i.e. "harvesting" or collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to MLConnect or its network, by name or any other identifier, in messages;
- impersonate any person or entity, or forge any person's digital or manual signature;
- engage in sender address falsification, often known as "phishing";
- violate the terms of service of any network, server, application, or website that you accessed or used;
- posting or transmitting any information or software which contains a worm, virus or other harmful feature regardless of intent, purpose or knowledge;
- utilize or distribute devices designed or used to compromise security or whose use is otherwise unauthorized including but not limited to password guessing programs, decoders, keystroke loggers, packet sniffers, encryption circumvention devices and Trojan Horse programs;
- engage in port scanning;
- utilize or run Web hosting, file sharing or proxy services and servers or other dedicated, stand-alone equipment, or servers from the premises that provides service, including network content, to any party outside your premises local area network;
- utilize or run programs from the premises that provides service, including network content, to any party outside your premises local area network, except for personal and non-commercial use;
- copy, distribute, or sublicense any proprietary software provided by MLConnect or any third party in connection with the Service, except that one copy of each software program may be made by the customer for back up purposes only;
- disrupt or cause a performance degradation to the service or any MLConnect facilities or equipment used to deliver the service regardless of intent, purpose or knowledge;
- alter/modify, or tamper with MLConnect equipment or permit any other party, not authorized by MLConnect, to do same including connecting MLConnect equipment to any computer outside of your premises
- resell the Service in whole or in part, directly or indirectly.

**TREATMENT OF PERSONAL WEB PAGES AND FILE STORAGE.** Customers and users are solely responsible for any and all information published or stored on Personal Web Pages and/or File Storage and for ensuring that all content is appropriate for those who may have access to it. This includes taking appropriate measures and precautions to prevent minors from accessing or receiving inappropriate content.

**TREATMENT OF INAPPROPRIATE CONTENT AND TRANSMISSION.** MLConnect reserves the right to refuse to transmit or post, and remove or block, any information or materials, in whole or in part, that MLConnect, in its sole discretion, deems to be in violation of MLConnect Acceptable Use Policies. While MLConnect has no obligation to monitor transmissions or postings made on the service, MLConnect has the right to monitor these transmission and postings for violations of company policy and to disclose, block, or remove them in adherence with applicable law. To report a child exploitation incident involving the Internet, contact law enforcement immediately.

MLConnect reserves the right to modify this Net Neutrality Disclosure at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Effective Date: 3/12/19





PO Box 240  
Centerville, TN 37033  
Phone: 931.729.3558  
www.mlconnect.com

*World class broadband; hometown service.*

## Privacy Notice

Meriwether Lewis Connect, LLC (“MLConnect”) is committed to protecting your privacy in accordance with applicable law. That is why we have adopted this Privacy Notice in regard to all MLConnect video (future), phone, Internet and similar services (the “Services”). This Privacy Notice statement describes our collection, use, disclosure and retention of information about you and others who use the Services (“Users”), how you may review and correct errors to that information, and enforcement of your rights regarding personal information.

**COLLECTION OF SUBSCRIBER INFORMATION.** Information about our subscribers is collected as necessary in order to provide the Services and to detect unauthorized reception or use of the Services. In order to provide reliable, high- quality service, we keep regular business records containing information that you provide such as your name, address, email address, telephone number, identifying information, financial information and other similar information. We collect and maintain information about your account such as billing, payment and deposit history, maintenance and complaint information, and the Service options you have chosen. In addition, we may combine information we collect as a part of our regular business records with personally identifiable information obtained from third parties for the purpose of creating an enhanced database to use in marketing and other activities. We may maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires.

Except as otherwise provided in this Privacy Notice, MLConnect’s Acceptable Use Policy, and the applicable Terms and Conditions, MLConnect does not assume any responsibility, control, oversight, ownership or other interest in the email messages, websites, specific Internet usage history, voicemail, content or other electronic data of its Users; provided that MLConnect is permitted to use such information as necessary for MLConnect to bill Users and to provide the Services. Even if such electronic information is stored in, contained on, or transmitted over property, equipment or facilities of MLConnect, MLConnect shall not have any responsibility, control, oversight, ownership, or other interest in such information; provided that MLConnect may delete such information as provided in the Terms and Conditions that are applicable to the Services. Users are and shall remain solely responsible for such electronic information.

**INTERNET AND PHONE PRIVACY.** MLConnect does not use, share, or sell a User’s email messages, website browsing, specific Internet usage history, voicemail, or other electronic data generated from a user’s Internet and phone Service. MLConnect does not control or monitor a User’s actions with respect to such User’s Internet and phone activities, but MLConnect may control or monitor certain information related to its Internet and phone Services in order to provide, support, optimize such Services, comply with the law, and meet its obligations with respect to such Services.

**DISCLOSURE OF INFORMATION.** Personally identifiable information will only be disclosed for legitimate business activities related to the Services including, for example:

- Billing and collections
- Administration
- Surveys
- Marketing
- Maintenance
- Fraud prevention
- Comply with the law

In addition, personally identifiable information about you will sometimes be disclosed to others (such as our employees, contractors, and agents for our internal business purposes) as well as outside auditors, professional advisors, service providers, potential business partners, regulators, and franchise authorities with or without your written consent if necessary to render the Services or to conduct a legitimate business activity related to the Services.

Although we make every reasonable effort to preserve your privacy as described, we cooperate with law enforcement, including without limitation under subpoena, court order, or search warrant. We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property, in emergency situations or to enforce our rights in court or elsewhere.

We reserve the right to include usage information in aggregate formats, such as ratings surveys and other statistical reports, so long as such information does not personally identify you, your particular viewing habits, or the nature of any transaction you have made using the Services.

**SECURITY.** We take reasonable security precautions to protect your personally identifiable information that we collect when you use the Services from unauthorized access, use, and disclosure. For example, we store billing records on computers in a controlled and secure

environment. However, we cannot guarantee that our security precautions will prevent every unauthorized attempt to access, use, or disclose your personally identifiable information.

**MARKETING SERVICES.** From time to time, your name and address might be disclosed for mailing lists in connection with the promotion of MLConnect products and services and other legitimate business activities, subject to the CPNI policies discussed below. If you wish to remove your name from such lists or limit the use of your name and address at any time, please contact us in person, in writing, or by telephone at your local MLEC/MLConnect office.

**RETENTION OF INFORMATION.** MLConnect's maintenance of personally identifiable information collected during the time you are a subscriber will be in accordance with MLConnect's Document Retention Policy. We generally will destroy the information consistent with the requirements of applicable law or MLConnect's Document Retention Policy, if the purpose for which such information was collected has been accomplished and we no longer need to retain the information for compliance with law, reporting, or other legitimate business activities.

**RIGHT TO REVIEW AND CORRECT INFORMATION.** Upon reasonable notice and during regular business hours, you may examine and copy (at your cost) any information we create relating to you at MLConnect's main office located at 1625 Highway 100, Centerville, TN 37033. If you wish to inspect those records, please contact us by mail at the above address or by telephone at your local MLEC/MLConnect office, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours. You will only be permitted to examine records that contain information about you and no one else.

**SPECIAL NOTICE CONCERNING CUSTOMER.** Special Notice Concerning Customer Proprietary Network Information  
In addition to the provisions of this Privacy Notice, Federal law protects your privacy rights as a customer of MLConnect's Phone Services. These rights are in addition to the existing safeguards that MLConnect already has in place to protect your privacy rights. The Federal Communications Commission (FCC) requires MLConnect to notify you of your right to restrict the use of your Customer Proprietary Network Information (CPNI). Please carefully review the MLConnect CPNI Policy posted on our website.  
MLConnect reserves the right to modify this Privacy Notice at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Effective Date: 3/12/19