

ALP Utilities Business Communications Service Policy

BUSINESS COMMUNICATIONS SERVICE POLICY

(6/2019)

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Section: 3		Category: Organizational Policies and Procedures: Business Comm.
Policy Title: Ownership, Purpose, and Jurisdiction of Business Communications		Policy Number: 3.1
Date of Policy Adoption: 6/2019	Updated: 6/2019	Effective: 6/2019

PURPOSE AND SUMMARY: To provide Business Communications service rules and regulations for ALP Utilities

POLICY:

Consistent with FCC regulations, ALP Utilities Business Communications (“ALP BC”) provides this information about our fiber services. We welcome questions and comments about this policy and services. You may contact us at support@alputilities.com or (320) 763-6501.

If you, and/or any user of your service, fail to abide by any of the terms of the Service Policy, as modified, ALP BC reserves the right to suspend or terminate any or all provisions of the Service to you as further detailed below in the paragraph entitled “Usage Violations”. Additionally, ALP BC reserves the right to charge you for any direct or indirect costs we may incur in connection with your failure to abide by the Service Policy. ALP BC, reserves its right to deny service to you, at its sole discretion, if it deems itself unable to deliver the service at suitable or appropriate performance levels and/or if your requirement may interfere with the performance of the network and/or the ability of others on the network to receive their service at suitable or appropriate performance levels.

The Service and/or equipment ALP BC provide shall be used only by you, your agents and employees and others who you authorize to use the Service on the premises at which the Service has been installed. You have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Service Policy, including modifications or revisions over time.

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Section: 3		Category: Organizational Policies and Procedures: Business Comm.
Policy Title: Network Practices		Policy Number: 3.2
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POLICY:

We provide services over our fiber network and through third-party fiber-optic lines connecting to the Internet. We may contract with one or more companies for certain network monitoring and management services. We monitor our network and traffic patterns and make changes we deem necessary to manage and improve overall network performance. We use reasonable, nondiscriminatory, network management practices to improve overall network performance to ensure a high-quality online experience for all users. As network management issues arise and as technology develops, we may employ additional or new network management practices. We will update these disclosures as necessary.

Management

ALP BC has designed its network, systems, and practices in order to deliver to the consumer of its services, access that is consistent with federal regulation and which provides its users full access to all legal content. ALP BC utilizes technologies and techniques to manage its network in order to ensure both the protection of the network and its users.

ALP BC does not block, or interfere with the transmission of any lawful or non-objectionable material or content as part of its network management.

ALP BC monitors the network for utilization trends. We monitor network traffic and congestion on a daily basis. We use this information to plan increases in bandwidth availability or additional connectivity to the Internet. We place no limitations on data usage.

As permitted by law, ALP BC may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this Service Policy. Customers must comply with all such limitations prescribed by ALP BC.

ALP BC performs routine surveillance of its networks. Although ALP BC will not, as an ordinary practice, proactively monitor activities for violations of this Service Policy, there may be instances in which ALP BC, through its routine surveillance, finds violations of this Service Policy, and reserves the right to take whatever action ALP BC deems appropriate in its sole discretion.

We may disclose Internet network traffic information to third-parties solely for purposes of providing and maintaining our Internet service product or if required by law. We do not use network traffic information for non-network management purposes.

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Security

In general, ALP BC promptly addresses any event originated by a customer or customer equipment that negatively affects others' use of the network. Our practice is to first contact the customer causing the problem. If we received no response, we limit/disconnect that customer's service until the problem is corrected.

It is the Customer's sole responsibility to ensure the security of network equipment and devices connected to ALP BC Services. Customer is required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Customer is responsible for configuring and securing network and the Services to prevent unauthorized access to Customer's systems and/or the ALP BC network. ALP BC recommends against allowing public/remote access to your computer, printers, or networks without properly configured and updated hardware/software firewalls or other security tools.

ALP BC does not block ports, unless our network comes under attack. In such cases, we block specific ports until the attack ceases, at which time we remove the block. In all other instances we allow the customers to manage their own connections to the Internet without interference due to port blocking by us.

Performance

Through our Internet service products, we serve as a local Internet Service Provider (ISP). Our Internet service products enable customers to access all lawful content, applications, and services of their choice available on the Internet.

We offer customers a variety of Internet service levels. We provision all Internet service levels approximately 768kbps or greater for each level of service to ensure customers generally experience transfer speeds corresponding to the level of service to which they subscribe. We test our network routinely to address any issues concerning network congestion. Our goal is to provide the customer with the speeds they have subscribed to.

The speeds we identify for each Internet service level are the maximum upload and download speeds that customers are likely to experience. We engineer our network to deliver the speeds to which our customers subscribe. However, we do not guarantee that a customer will actually achieve those speeds at all times. A variety of factors can affect upload and download speeds, including customer equipment, network equipment, congestion in our network, congestion beyond our network, performance issues with an Internet application, content, or service, and more.

All of our services are suitable for typical real-time applications including messaging, voice applications, video chat applications, gaming, and Internet video.

We do not manage congestion by restricting or managing any specific protocol ports, fields, or applications.

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Section: 3		Category: Organizational Policies and Procedures: Business Comm.
Policy Title: Customer Conduct		Policy Number: 3.3
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POLICY:

Customer is responsible for complying with this Service Policy, regardless of whomever may have perpetrated the inappropriate activity (i.e. an invitee, licensee, agent, guest, employee or any other person who gains access to the Service). Customer must respond in a timely manner to complaints concerning the Services.

Prohibited activities include, but are not limited to:

1. Interfere with or otherwise inhibit any networking or telecommunications service to or from any host, network, or other user including but not limited to, overloading a service, denial of service (collectively “crashing”), unauthorized access to or abuse of a system (collectively “hacking”);
2. Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g., phishing);
3. Intentionally utilize or distribute devices, software, services, or programs designed for compromising security (i.e. encryption circumvention devices or Trojan Horses);
4. Exporting software or technical information in violation of U.S. export control laws;
5. Gaining access to another user or entity’s data, system, network and/or hardware, without the consent of the aforementioned person and/or entity;
6. Unauthorized copying, distribution or display of copyrighted material, along with the illegal use of copyrighted content through torrents and other peer sharing software;
7. Transmitting content that is unlawful, threatening , abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable;
8. Threatening, harassing, abusing, or intimidating others;
9. objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense , gives rise to civil liability, or otherwise violate any local, state , federal or international law, order or regulation.

It is a further violation of this policy to utilize the Service or any equipment provided to you by ALP BC to directly or indirectly:

1. Tamper with or modify any equipment or service ALP BC provides you;
2. Utilize IP Address(es) different from the IP address(es) specifically assigned to you by ALP BC, statically or dynamically;
3. Interfere with or otherwise inhibit or cause a degradation in performance, despite intent or knowledge, to the Service, the network or infrastructure used by ALP BC or its suppliers;
4. Interfere with or otherwise inhibit, or impede our ability to monitor or deliver any feature of the Service;
5. Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of ALP BC.

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Section: 3		Category: Organizational Policies and Procedures: Business Comm.
Policy Title: Usage Violation		Policy Number: 3.4
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POLICY:

Though ALP BC is under no obligation to monitor transmission on its network, ALP BC does reserve the right to monitor transmissions, at its sole discretion, in order to ensure compliance with this Service Policy, as well as any and all service level agreements, and international, federal or state law, mandate, order or regulation. Any failure by ALP BC to execute any portion of this policy shall not be construed as a waiver of the policy, and ALP BC reserves its right to execute any or all of the actions contained within at any time, as is consistent with this policy and applicable law.

If ALP BC is alerted to or otherwise becomes aware of violations or potential violations of this Service Policy, ALP BC will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

ALP BC further asserts its right to enforce this policy by taking actions that may include, but are not limited to, any or all of the following measures:

1. Blocking or removing, either temporarily or permanently, any content or material it deems to be in violation of this policy;
2. Preventing transmission of, either temporarily or permanently, any content or material it deems to be in violation of this policy;
3. Disclosure of transmissions, which it deems to be in violation of this Service Policy and/or any service level agreement, international, federal or state law, order or regulation, to law enforcement;
4. Suspending or terminating any part or all of The Service.

ALP BC, its partners, agents, or suppliers will have no liability for any of the aforementioned actions as they pertain to remedying violations of this Service Policy, and/or conforming to international, federal, state, or local law, order, mandate or regulation. You authorize ALP BC, and/or its designated suppliers, partners, agents, and/or law enforcement agencies to execute and/or permit the execution of investigations or examinations of materials related to the enforcement of this policy, and/or law, regulation, mandate or order. Additionally, you authorize ALP BC to cooperate with system administrators from outside or third party Internet Service Providers, network or computing services, as that cooperation pertains to the enforcement of this policy, your service agreement and/or international, federal or state law, order or regulation. Said cooperation may include, but is not limited to, providing information about you, such as IP address and/or other account information. If ALP BC deems it necessary to terminate your account, it reserves the right to delete any data associated with your account.