

**The Federal Communications Commission (“FCC”)** has adopted rules to preserve the Internet as an open platform (“Rules” or “Open Internet Rules”). Information regarding these Rules is available on the FCC’s website at: <http://www.fcc.gov/guides/open-internet>

Broadband Internet access providers are required to post information regarding network management practices, performance characteristics and commercial terms so that residential and business consumers can make informed choices regarding use of service and for content, application, service and device providers to develop, market and maintain Internet offerings. This Open Internet Policy sets forth certain information regarding the policies and practices of North Carolina Wireless, LLC. (“NCW”). This Open Internet Policy is a supplement to and is incorporated by reference in the NCW Service Agreement, and in the event of any inconsistency between the Open Internet Policy and the Service Agreement, the Service Agreement shall control.

### **Network Management Practices**

Congestion Management: Our Customers are subject to the maximum connection speeds set forth in the Quote or Service Agreement. In a manner consistent with the NCW Privacy Policy, NCW monitors network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and maintain our network. NCW may give priority on an unpaid basis to interactive or critical classes of traffic such as VoIP, traffic essential to the efficient operation the NCW network, and traffic related to the accounts of commercial Customers or Customers with dedicated connections. NCW may limit peer-to-peer applications to the extent NCW determines, in NCW’s sole and reasonable discretion, it is appropriate to maintain an efficient network load. Other factors that may affect a Customer’s experience include multiple Customer devices simultaneously downloading high-bandwidth applications and services. NCW’s congestion management practices are in place to ensure that all Customers experience high quality service. If NCW determines, in its sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers or the NCW Network, NCW reserves the right to apply additional congestion management techniques such as limiting unusually high data use that is not consistent with their package of class of service, adjusting the bursting option on their receiver, or other methods to limit unfair use of network resources that may cause congestion or issues for other paying customers. [In addition, the NCW network may not support certain high-bandwidth video applications unless otherwise stated and the customer has Line-of-Sight between the receiver and access point or is on a Fiber Quality service.]

NCW’s service is provided on a “best efforts” basis unless otherwise defined in a valid signed Service Agreement. Certain circumstances may affect the speed and quality of Service, including but not limited to foliage, line-of-sight obstructions, Interference, the distance between a Customer and the transmission point and the connection of multiple devices to the NCW network.

Application-Specific Behavior: Subject to the qualification that NCW may reasonably limit peer-to-peer applications as set forth above, NCW generally treats all lawful applications identically; however, NCW reserves the right to block or limit access to any applications that NCW determines, in NCW’s sole and reasonable discretion, may expose NCW to potential legal liability, harm the NCW network or otherwise interfere with or impair the experience of other Customers on the NCW network.

Device Attachment Rules: NCW does not limit the types of devices that can be connected to the NCW network, provided they are used for lawful purposes and do not harm the NCW network; however, if NCW determines, in NCW’s sole and reasonable discretion, that the connection of a particular type of device to the NCW network negatively impacts other Customers or the NCW network, or may expose NCW to potential legal liability, NCW reserve the right to limit or restrict Customers’ ability to connect such type of device to the NCW network.

Security: The NCW network is designed in a manner that is intended to prohibit third parties who are not served by the NCW network from initiating connections to Customers on the NCW network if NCW has not allocated a public

IP address to that Customer as provided in the NCW Service Agreement. NCW may prohibit certain activity on the NCW network that NCW deems, in NCW's sole and reasonable discretion, poses a potential risk to NCW's network or to other Customers. Triggering conditions include denial of service activity, IP address or port scanning and excessive account login failures. If NCW notices excessive Customer connections that are harmful or that disrupt the normal use of the NCW network for other Customers, NCW will attempt to notify the Customer to work collaboratively to remedy the issue; however, NCW reserves the right, without advance notice, to block any Customer's traffic that NCW determines, in NCW's sole and reasonable discretion, may cause harm to the NCW network or to other Customers, until the issue is addressed to NCW's satisfaction.

#### **Performance Characteristics and Terms**

Service Description and Pricing: A current description of the categories of service NCW offers is available here:

- Residential Internet: <http://www.lightleap.net/site/services/residential/>
- Business Internet: <http://www.lightleap.net/site/services/business/>
- Residential Phone (VoIP): <http://www.lightleap.net/site/services/residential/home-phone/>

Cancellation Fee: Certain of NCW's service offerings require a Customer to commit to a certain term of service and require the payment of an Early Termination Fee in the event the Customer does not fulfill that commitment. The Early Termination Fee will be set forth in the Customer's Service Agreement.

Acceptable Use: As set forth in the Service Agreement, all of NCW's service offerings are subject to the Acceptable Use section of the Service Agreement, which we may from time to time establish or revise. This information is also published on our website at <http://www.lightleap.net>

Privacy Policy: NCW's current Privacy Policy is available here: <http://www.lightleap.net/site/privacy-policy/>

Redress Options: NCW endeavors to respond to all Customer concerns and complaints in a timely and fair manner. NCW encourages Customers to contact NCW at 828-322-1505 to discuss any complaints or concerns as they arise. Written complaints should be addressed to [info@lightleap.com](mailto:info@lightleap.com).

Disputes and Arbitration: The NCW Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customers in the event of a dispute.

#### **FCC Notice**

If a Customer believes that NCW is not complying 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: <http://esupport.fcc.gov/complaints.htm>.

Customers also may file formal complaints with the FCC pursuant to Part 76 of the FCC's Rules.

#### **Additional Disclaimers**

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by NCW 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, this Open Internet Policy does not prohibit NCW from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreement.