

Sierra Tel Internet Disclosures and Policies

1. **Service Plan Prices.** Monthly charges and fees for broadband Internet access service plans by Sierra Tel (“Company” or “We”), including installation charges and early termination fees, can be found at <https://www.sierratel.com/internet/plans>. Note that service availability and speed will depend on location, and your initial speed and price plan will be determined when you first subscribe to Internet access services. Thereafter, plans and pricing are subject to change by the Company, or in the event you subscribe to a different plan. Broadband labels provide you with clear and accurate information about the standard, non-promotional rates and performance of high-speed Internet services. These labels are designed to help you compare different service plans that can meet your needs and budget and can be found at <https://www.sierratel.com/internet/labels>.
2. **Expected Service Performance and Limitations.** Latency on the Company's network is, on average, 25-100ms. Typical packet loss during peak usage periods is under 1%. Individual user experiences may vary. The network is suitable for most real-time and time sensitive applications, including, but not limited to, voice and video streaming. Network congestion, vandalism, and other factors can affect short-term performance at a given time.
3. **Network and Congestion Management.** The Company's goal is to provide the best possible Internet service to our customers at all times. With narrow exceptions, such as to protect our network and customers from undue harm that might be caused by malicious users or hackers, we do not participate in traffic shaping, blocking, throttling, filtering, or prioritization schemes that would unreasonably discriminate in the transmission of lawful, non-harmful, network traffic, including traffic that may be provided by our affiliates. Likewise, we do not block lawful content, ports, applications, services, or non-harmful devices. We do reserve the right to prioritize traffic for reasonable purposes, such as to ensure the reliability of applications that demand real time communications like public safety and E-911 communications. Further details can be found in the Terms and Conditions of service at <https://www.sierratel.com/internet/internet-terms-conditions>.
4. **Device Attachment Rules.** Customers may generally attach any lawful device of their choice that is compatible with our network, subject to limitations of their data plan. Customers are advised to check our website at <https://www.sierratel.com/internet> or contact the Company prior to purchasing third-party equipment to ensure compatibility. The Company is not responsible for the compatibility, suitability or functionality of equipment that is provided by the customer or any third party. If any such equipment harms our network or degrades the service of other users, the customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm. Authentication information required to connect a device we do not provide or support will be provided to you upon request.

5. Device Return Policy. Customers will be charged the cost of un-returned devices or devices returned damaged beyond repair.

6. Security and Privacy.

- a. *Customer Security*. We may suspend or terminate service to customers that in our sole judgment harm the network or other users.
- b. *Network Management and Service*. In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may access information about your device settings to provide customized technical support or to install applications or services that you wish to use. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of customers who are affected by or involved in the harmful activity.
- c. *Sale of Customer Data*. We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you, and we do not sell your personal information or Internet usage history to third parties. Many websites you visit will place “cookies” on your device and may track your device for marketing and other purposes and that is not something the Company can control or prevent without blocking or degrading your service.
- d. *Third Party Content and Services*. We are not responsible for the information, content, applications or services provided by others. Before you access, use, link to or download any service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. We also recommend that all customers install, use, and keep up to date applications to protect their devices from viruses and malware.
- e. *Law Enforcement and Copyrights*. Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend or terminate service to customers who in our sole judgment are repeat copyright infringers.

7. Questions or Complaints. If you have questions or complaints about our broadband Internet access service you should first visit our website at www.SierraTel.com. If your question or complaint is not resolved on the web, you may contact one of our Customer Care Representatives as follows: Email CustomerCare@SierraTel.com or call 1-559-683-4611, 1-209-966-3636, or Toll Free at 877-658-4611. We find that most customer concerns or disputes can be resolved through our Customer Care Department. However, any customer disputes that cannot be resolved without third-party intervention will be resolved by binding arbitration in accordance with our Terms and Conditions of service.