



## INTERNET POLICIES

The following policies apply to Internet services offered by Triple Crown Internet, Inc. (TCI). It is TCI's policy to provide robust and reliable access to the Internet for all of its residential and business customers. Because network resources are shared by all users, TCI has implemented the following policies to govern Internet services. These policies are designed to ensure that shared network resources are allocated fairly among all users, and to explain service policies and any significant limitations on the service. TCI does not block access to, nor discriminate against, any lawful website or Internet application and, supports the ability of users to select and attach the equipment of their choice to the network so long as that equipment: (i) is used for a lawful purpose consistent with TCI's Acceptable Use Policy; and (ii) does not harm the network or degrade network performance for other users. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Agreement. By using TCI's Internet service, the customer accepts, agrees to be bound by and to strictly adhere to, these policies. The customer also agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer's service accounts or equipment to access the network for any purpose, with or without the permission of the customer.

- **ACCEPTABLE USE POLICY**

- **General Policy**

TCI reserves the sole discretion to deny or restrict your service, or immediately to suspend or terminate your service, if the use of your service by you or anyone using it, in our sole discretion, violates the Subscriber Agreement or other TCI policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the TCI network by TCI or other users, or violates the terms of this Acceptable Use Policy ("AUP").

- **Examples of AUP Violations**

The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to:

- access the accounts or computer systems of others without permission or right;
    - to spoof the URL, DNS or IP addresses of TCI or any other entity;
    - to penetrate or attempt to penetrate the security measures of TCI or any other

- person's computer system;
  - transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks;
  - intercept, interfere with or redirect email or other transmissions sent by or to others;
  - introduce viruses, worms, harmful code or Trojan horses on the Internet;
  - engage in conduct that is defamatory, fraudulent, obscene or deceptive;
  - violate TCI's or any third party's copyright, trademark, proprietary or other intellectual property rights;
  - engage in any conduct harmful to the TCI network, the Internet generally or other Internet users;
  - generate excessive amounts of email (spam) or other Internet traffic;
  - use the service to violate any rule, policy or guideline of TCI;
  - use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism;
- **Copyright Infringement/Repeat Infringer Policy**

TCI respects the intellectual property rights of third parties. Accordingly, you may not store any material or use TCI's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of TCI to suspend or terminate, in appropriate circumstances, the service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, TCI expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if TCI, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights TCI may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the service in a manner that is not authorized by the copyright owner, its agent or the law, you may contact the TCI office, or our Designated Agent as follows:

The Traub Law Office

7719 Wood Hollow Drive, Suite 200,

Austin, Texas 78731

ATTN: Andrew Traub

- TCI may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of the Subscriber Agreement and AUP. You acknowledge that TCI shall have the right, but not the obligation, to screen, refuse, move or remove any content available on the service, including but not limited to content that violates the law or this Agreement.

- **SYSTEM PERFORMANCE**

TCI provides residential and business market customers with a choice of data plans to meet their needs. TCI also provides enterprise level services that are custom tailored to a specific project and individually priced based on the needs and criteria established by the Enterprise Customer.

TCI provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe. Internet speeds are planned and designed to perform as advertised to the TCI core and to the Service Provider TCI connects to. However, Internet speeds generally result from a “best effort” service and are dependent on a number of variables, many of which are outside the control of an Internet Service Provider (ISP). These variables include, but are not limited to: the age and processing capability of the user’s terminal device or computer; the number of applications running simultaneously; the presence of viruses or malware; whether the terminal equipment is connected to the network by wire or by wireless; the performance of the intervening networks between the users ISP and the website; any access or congestion management mechanisms employed by websites to limit download or upload speeds in cases where multiple users are served simultaneously. TCI does not guarantee that a customer will experience the advertised speeds at all times. Rather, the provisioned data speeds represent the best information available to TCI of the typical speeds a customer can expect to experience under normal operating conditions.

Speed tests that allow customers to test the upload, download and latency performance of their broadband data services are available free of charge from a number sources. Generally, these tests are influenced by the same variables that affect Internet speed set forth above. Accordingly, the speed results would not be expected to match a test of TCI’s network itself, but actually are testing the speed to the speed test site. Please note, that all speed tests use different methodologies to calculate Internet connection speed so each of the tests would be expected to yield different results. Accordingly, each of these tests should be viewed as a helpful guide rather than as a definitive measurement of performance. The following are sites, unaffiliated with TCI, that provide speed testing:

<http://linespeedtest.dallas1.level3.net:81/linespeed.html>

<http://www.speedtest.net>

In addition, TCI tests each install to validate the provisioning using a speed test hosted internally which will yield a speed based on TCI network conditions without outside influence.

- **NETWORK MANAGEMENT**

TCI utilizes a network architecture that is designed to provide users with true broadband speeds and reliability even during times of peak demand. The network has been constructed to meet projected traffic demands and is fully scalable to allow for capacity to be added to meet customer needs and to support newly developing and increasingly sophisticated applications well into the future. However, congestion can occur on any IP network, and, when it does, packets can be delayed or dropped, leading to service degradation and delays. Because network resources are shared by all end users, TCI has implemented a traffic management policy that is designed to ensure that all users are able to utilize their fair share of network resources during periods of high demand.

TCI may employ a user agnostic congestion management policy that will deprioritize traffic that is not time sensitive so that all services can be provided with minimal degradation. Users remain free to access the websites of their choice and run the applications of their choice consistent with the AUP. TCI may deploy quality of service and network management servers and software that constantly monitor aggregate network traffic levels and ensures compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) identification of violators of the AUP and restricting the violating traffic or suspending the account or take other corrective actions, (iv) temporarily lowering the priority of aggregate traffic that are the top contributors to current network congestion, and (v) using other tools and techniques that TCI may be required to implement in order to meet its goal of delivering the optimal broadband Internet experience to all of its customers.

**DEVICE ATTACHMENT**

TCI provides fixed broadband services and users may generally attach the devices of their choice and run the applications of their choice, subject to the limitations of their data plan and the terms of their service agreement and AUP. While many devices such as routers, Bluetooth devices, laptops, notebooks and tablets are readily available from third party sources, such as consumer electronics retailers, other devices, such as proprietary network gateways or fixed wireless stations must be provided by TCI. Users are advised to contact TCI's technical support [[www.triplecrowninternet.com](http://www.triplecrowninternet.com)] before purchasing any third party equipment to ensure compatibility with the network. TCI is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third party, and the customer remains fully responsible for ensuring that any such equipment does not cause any harm to the network or degrade the service of other users.

All users are fully responsible for securing their equipment, including wireless routers, to prevent unauthorized access to the network by third parties and will be held fully responsible for the actions of such third parties that gain unauthorized access to the network through unsecured end user equipment.

- **CONTRACT TERMS**

**Pricing:**

Please refer to the TCI Web site for current pricing on standard offerings.

[www.triplecrowninternet.com](http://www.triplecrowninternet.com)

**Minimum Terms:**

- Your service order indicates whether you have agreed to a minimum service term for your service and, if so, the number of months in the term. YOU WILL BE SUBJECT TO AN EARLY TERMINATION FEE IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT).
- If your service plan does not include a minimum service term or, if it does and you reach the end of the minimum service term, your service term will be “month-to-month” and will not be subject to an Early Termination Fee if you cancel your service.
- If your service term is month-to-month, TCI can change the price of your service by providing you at least one billing cycle’s notice of the change.

**Changing or Canceling Service:**

If you cancel your service, in addition to any applicable Early Termination Fee, you must pay for your use of the service up until the date on which you cancelled, including charges for exceeding any data cap that applied to your account, and applicable taxes.

**Refunds**

Equipment sold to Customer by TCI is non-refundable once used. Services are paid in advance. In event of cancellation, future services past the cancellation date, which have been paid for, will be prorated and applied to your account. In the event the account has a credit, and after all TCI owned equipment has been picked up/returned, a check will be issued to the customer for the credit balance. Questions? [cust.service@tci-texas.com](mailto:cust.service@tci-texas.com)

V. **PRIVACY POLICY**

We collect information about your use of our products and services. Information such as application and feature usage, network traffic data, service options you choose, device

identification, and other similar information may be used for billing purposes, to deliver and maintain products and services, or to help you with service-related issues or questions. In addition, subject to any legal restrictions that may apply, this information may be used for other purposes such as providing you with information about product or service enhancements, determining your eligibility for new products and services, and marketing to you based on your use of your products and services. This information may also be used to: (1) manage and protect our networks, services and users from fraudulent, abusive, or unlawful uses; and (2) subject to consent practices described in this policy, help us improve our services, research and develop new products, and offer promotions and other services. This type of information may be aggregated for business and marketing uses by us or by third parties.

For subscribers to TCI Internet access services, we may automatically measure and monitor network performance and the performance of your Internet connection to improve your, or our, overall service levels. If you contact us for service support, we also may access information about your computer, wireless device or other device settings to provide customized technical support or to install specific applications or services that you use or that are necessary to the applications or services you use.

Please note that TCI is not responsible for information, content, applications or services provided by others. Before you access, use, link to or download a service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. Personal information you submit in those contexts may be read, collected or used by the service or application provider and others associated with these forums in a manner different from that described here.

#### **Information Provided to Us by Third Parties:**

When you purchase products or apply for service with us, we may obtain credit information about you from outside credit reporting agencies to help us with customer authentication and credit-related decisions.

We may also obtain contact information and other marketing lead information from third parties, and may combine it with information we have to contact you or direct TCI's marketing offers to you.

#### **Comments, Questions and Complaints:**

Please direct comments and complaints or praise to our Customer Service department at [cust.service@tci-texas.com](mailto:cust.service@tci-texas.com) via email.