

## OPEN INTERNET POLICY

Molalla Communications adopts this Open Internet Policy to promote the Internet as an open platform enabling customer choice, freedom of expression, end-user control, competition, and the freedom to innovate without permission.

Molalla Communications does not:

- Discriminate among specific uses, or class of uses, of its network
- Impair, degrade or delay VoIP applications or services that compete with its voice services or those of its affiliates
- Impair, degrade, delay or otherwise inhibit access by customers to lawful content, applications, services or non-harmful devices
- Impair free expression by actions such as slowing traffic from particular web sites or blogs
- Demand pay-for-priority or similar arrangements that directly or indirectly favor some traffic over other traffic
- Prioritize its own application, services or devices or those of its affiliates

No Blocking: Molalla Communications does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. Network management practices are set forth below.

No Unreasonable Discrimination: Molalla Communications does not unreasonably discriminate in transmitting lawful network traffic over a customer's broadband Internet access service, subject to reasonable network management. In no case will Molalla Communications discriminate among customers on the basis of the type of lawful content, applications, services or devices which the customer uses. Reasonable network management practices are set out below.

## NETWORK MANAGEMENT PRACTICES

General: Molalla Communications manages its network to provide quality service to its customers. Molalla Communications cannot guarantee that it can prevent spam, viruses, security attacks, network congestion and other actions which can affect service, but does use various filters, monitoring efforts and other measures to minimize the effects of spam, viruses, security attacks, network congestion and other actions which can affect the service provided to customers. Molalla Communications does not guarantee that these filters, monitoring efforts and other measures will be successful.

Congestion: Molalla Communications has not experienced substantial problems with congestion. However, it may be possible that there are congestion events that may occur in the future, particularly as it may be related to the service capacity from third parties used by Molalla Communications to provide the customer with access to the world. Such service capacity is outside the control of Molalla Communications.

Where feasible, Molalla Communications will address congestion issues through improvements to its network or the capacity purchased from other providers needed to connect to the outside world. Such processes take time to implement and may not be feasible in all situations. Therefore, Molalla Communications reserves the right to monitor and identify which customer accounts are using the greatest amount of bandwidth during periods of heavy congestion and to work to provide solutions to address those issues. If a preferred solution cannot be worked out with the customer or customers, Molalla Communications reserves the right to manage the Internet traffic of high volume customers during periods of significant congestion. This means that the affected customers will still be able to access the Internet and engage in activities that they desire, but during certain periods of time they may experience conditions such as longer times to download or upload files, slower access and slower movements during online game playing. It is expected that any periods of traffic management due to congestion will be brief and infrequent.

## APPLICATIONS AND DEVICES

Applications: Customers may use any lawful and commercially available application which they desire. Molalla Communications does not normally monitor the contents of the traffic or applications of the customers and undertakes no obligation to monitor or investigate the lawfulness of any specific application used by a customer. Molalla Communications will take steps regarding an application-specific behavior by a customer if there is a reasonable belief that the application will cause harm to Molalla Communications' network or is unlawful, including but not limited to, violations of intellectual property rights.

Devices: A customer may use any lawful, compatible type-accepted and commercially available device which they desire on the network provided by Molalla Communications, as long as such device does not harm the network.

## TERMS AND CONDITIONS OF USE

Other Matters: Other terms and conditions for use are found in Molalla Communications' Acceptable Use Policy (AUP) at [https://www.molalla.com/documents/20150825\\_MCC\\_Acceptable\\_Use\\_Policy.pdf](https://www.molalla.com/documents/20150825_MCC_Acceptable_Use_Policy.pdf). In the event of a conflict between the AUP and this Policy, the AUP will control.

## PERFORMANCE CHARACTERISTICS

The pricing and other terms and conditions for the service provided by Molalla Communications can be found at [www.molalla.com/internet.html](http://www.molalla.com/internet.html). The service provided is a fiber-to-the-home type of service consisting of fiber optic. The expected access speeds range from 10 Mbps to 1,000 Mbps (1Gig) download speed and 2 Mbps to 1,000 Mbps (1 Gig) upload speed, depending on the electronics installed and other factors.

Latency is not a significant issue for the packages offered by Molalla Communications. However, actual access speeds and delay times or latency are impacted by the length, capacity and congestion of transport facilities purchased by Molalla Communications from third party providers. Molalla Communications cannot guarantee that it will be able to obtain capacity from these third party providers at commercially reasonable prices if and when additional third party capacity is needed to reach Internet nodes.

Molalla Communications' ability to deliver the speeds set forth above may be affected by significant use of specialized services such as Internet-based video services. This is a growing area and its effect on Molalla Communications' ability to provide service at the speeds listed above are unknown at this time.

Subject to network management considerations, Molalla Communications does not impose data caps.

## PRIVACY

Molalla Communications' privacy policy can be found at [www.molalla.com/publicnotices.htm](http://www.molalla.com/publicnotices.htm). As a general statement, Molalla Communications does not usually engage in inspection of network traffic. Molalla Communications does retain and store certain traffic information for time periods required by federal and state law, including, but not limited to, the identity of the customer using a particular IP address during a specific period of time. Molalla Communications does assist law enforcement and provides traffic information that it may have available to it when requested pursuant to the Communications Assistance for Law Enforcement Act, the Foreign Intelligence Surveillance Act and other applicable national and state security and criminal statutes.

**MOLALLA COMMUNICATIONS DOES NOT COLLECT, STORE OR USE TRAFFIC INFORMATION TO PROFILE ITS CUSTOMERS IN ORDER TO SELL ADDITIONAL SERVICES TO THEM OR FOR NON-NETWORK MANAGEMENT PURPOSES.**

## COMPLAINTS

If a customer has complaints about the service, they are urged to contact us at 503-829-1100 or [customersupport@molalla.com](mailto:customersupport@molalla.com). A customer always has the right to file a complaint with the Federal Communications Commission at [www.fcc.gov](http://www.fcc.gov). If you feel you are a victim of identity theft, you should contact the Oregon Department of Justice at [www.doj.state.or.us/consumer-protection/contact-us/](http://www.doj.state.or.us/consumer-protection/contact-us/) and/or the Federal Trade Commission at [IdentityTheft.gov](http://IdentityTheft.gov).

## RESERVATION OF RIGHTS/AMENDMENTS

In the event of any conflict between material found on other links on Molalla Communications' web site and this Open Internet Policy, the more specific terms at the other links shall control.

Molalla Communications may modify this Policy and other policies it has linked for the customer from time to time at its discretion. Notice of such changes will be posted on this web site.

However, individual notice to customers, content providers, application providers, service providers or device providers by any means whatsoever shall not be provided unless specifically required to by federal or state law. Notice of changes will be provided in advance normally upon a thirty day basis. However, Molalla Communications reserves the right to use a shorter notice period when circumstances so warrant.