

## **Network Management Disclosure**

*Revised January 1, 2020*

We are committed to providing our Internet services as an open platform for innovation, investment, job creation, economic growth, competition, and free expression. We do not block any lawful content, applications, services, or your use of non-harmful devices, or discriminate in transmitting lawful network traffic except as reasonably necessary to manage our network effectively for the benefit of our customers as described below. The purpose of this disclosure is to make available information regarding our network management practices and the performance and commercial terms of our broadband Internet access services to enable you to make informed choices regarding the purchase and use of our services, in accordance with Part 8 of the Rules of the Federal Communications Commission.

### **Resolving Complaints and Questions**

If you have any questions or concerns about your Internet services, please contact us at 334-298-7000, by e-mail to [contactus@ctvbeam.com](mailto:contactus@ctvbeam.com), or by writing to us at Customer Service Manager, CTV BEAM, P.O. Box 130, Phenix City, AL 36867.

### **Service Options and Usage**

We currently offer residential Internet services with download/upload speeds of up to 10/1, 15/2, 30/2, 30/5, 50/2, 50/5, 100/2, 100/5, 100/10, 100/20, and 200/5 Mbps. For the latest information on service options and prices available to your location, please contact us at 334-298-7000.

### **Performance**

Please note that our services are described as offering “up to” certain download and upload speeds. While we engineer our network to achieve the speeds for each of the service tiers we offer, we cannot guarantee that customers will always experience those speeds. In general, our Internet services typically deliver between 90% and 110% of advertised download and upload speeds, based on recent tests performed by the company. Actual speeds and latency can vary depending on many factors including the following:

1. Performance of a customer’s computer, including its age, processing capability, its operating system, the number of applications running simultaneously, and the presence of any adware or viruses.
2. Type of connection between a customer’s computer and modem. For example, wireless connections may be slower than direct connections into a router or modem. Wireless connections also may be subject to greater fluctuations, interference and congestion.
3. The distance packets travel (round trip time of packets) between a customer's computer and its final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. A customer’s connection may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will most likely affect the overall speed of that Internet connection.

4. If a large number of visitors are accessing a site or particular destination at the same time, your connection will be affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently. Congestion can also occur when our customers served by the same facilities simultaneously request high volumes of data, such as peak usage hours during the evening.
5. In order to control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a user's connection.
6. Modem performance may degrade over time, and certain modems are not capable of handling higher speeds.

Customers may test service speeds using commercial speed tests available online. However, commercial speed tests may not measure certain "overhead" associated with transmission which includes packets that provide routing information. We estimate that speed tests that do not account for overhead will suggest to customers that they are receiving approximately 10 to 15 percent less than the advertised maximum speed, absent other factors discussed above. Moreover, all speed tests have biases and flaws, and should be considered only as informational and not a reflection of actual performance. While we do not believe these third party tests reliably measure the speed of your service, if you are consistently testing substantially below your package speed, please contact us for assistance.

Your use of our telephone services does not materially affect your Internet performance. If we deliver other Internet Protocol based services or any specialized or managed services in the future that would likely affect your Internet services, we will provide additional information as appropriate.

### **Network Management**

We engage in network management practices in order to provide quality Internet access service including during periods of high demand, and to protect us and our customers from harmful content such as malware, spam, and viruses. We attempt to block commonly known malware and malicious ports and protocols to protect customers from viruses and other harmful content.

In rare cases we may take other corrective action including suspension of service or requesting that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) after providing written notice to a customer who has violated the terms of service or has used the service in a manner that is not characteristic of a typical residential user as determined by the company in its sole discretion. Our telephone service traffic is prioritized to ensure voice quality and phone functionality. Except as specifically described above, at this time we do not target specific types of traffic based on their technology or their provider, modify protocol fields in ways not prescribed by the protocol standard, inhibit or favor certain applications or classes of applications, block or manage any specific protocols or protocol ports, or engage in other types of congestion management.

## **Commercial Terms of Service and Privacy Policies**

Your service is subject to our terms of service, posted at <https://ctvbeam.com/agreements-policies/>. Residential Internet Service is for personal and non-commercial residential use only. Customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party, or use the services to provide network services to others, without our written consent. For example, you cannot provide Internet access to others outside of your household or your business through a wireless connection, host shell accounts over the Internet, provide email or news service, or send a news feed without our written permission. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service or our ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services. We do not store usage data, provide any information about customers' usage to any third party, or engage in deep packet inspection or any other inspection of content or usage data for non-network purposes, except to the extent required by applicable law.

## **Equipment**

You may lease modems from us, or obtain a DOCSIS, compatible modem from a third party. Residential customers may not connect any type of server to their service.