

## **Network Management Practices Policy Disclosure**

Pursuant to the Federal Communications Commission's Internet Freedom Order, the policies of Hamilton.net ("Provider") regarding network management practices, performance characteristics, and commercial terms are provided in entirety so that Provider's current customers, prospective customers, third-party content providers and other interested parties can make informed choices regarding the broadband Internet access services offered by Provider, and the extent Provider's network management practices may affect those services.

### **Network Management Practices**

In the interest of providing the best online experience possible for all of Provider's customers, Provider utilizes reasonable network management practices tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband Internet service providers, it is essential that Provider reasonably manages its network to promote the use and enjoyment of the Internet by all of Provider's customers. By engaging in reasonable and responsible network management, Provider prevents its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion, and other risks that threaten to degrade service. The network management practices employed by Provider are consistent with industry standards.

### **Blocking**

Provider does not block or otherwise prevent end user access to lawful content, applications, service, or non-harmful devices. Site and/or server hosting of any type is not allowed. Separate service agreements which allow for such use of Hamilton.net systems may be available at the sole discretion of Hamilton.net and for an additional fee.

### **Throttling**

Provider does not degrade, or impair access to lawful Internet traffic on the basis of content, application, service user or use of a non-harmful device.

### **Affiliated Prioritization**

Provider does not employ any practice that directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate.

### **Paid Prioritization**

Provider does not employ any practice that directly or indirectly favors some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.

**Congestion Management**

Provider does not employ any congestion management tools, practices and/or software on network traffic.

**Application-Specific Behavior**

Provider does not make use of any application-specific network management practices. Provider does not favor, modify, inhibit, rate control or block any specific protocols, protocol ports or fields, or any applications or classes of applications, while reserving the right to block ports as necessary to protect the network and its users. .

**Device Attachment Rules**

Provider provides, at no additional charge, necessary hardware for attaching user devices to the Provider's network. Provider does not specifically limit device types for attachment within its network; however, provider does not guarantee the functionality of devices other than those provided by the provider. In order for a device to be approved for use on the Provider's network, the device must conform to publicly available industry standards and be non-harmful to Provider's network.

**Security**

Provider offers its customers unrestricted access to all of the lawful content, services, and applications available on the Internet. Provider uses industry-standard tools and generally-accepted best practices and policies to protect our customers from spam, phishing, and other unwanted or harmful online content and activities. Such tools can include the blocking of specific incoming and outgoing ports to the Internet. In the rare circumstance where a user desires to access the Internet through these specific ports, access is available via static IP. In the instances where these tools and policies identify online content as harmful or unwanted, the content may be prevented from reaching customers, or customers may be permitted to identify or inspect content to determine if it is harmful or unwanted.

**Performance Characteristics:****DSL or Fiber Internet**

Provider offers broadband Internet access service via a Digital Subscriber Line ("DSL") or via Fiber optic access. DSL is a wireline transmission technology that transmits data faster than over traditional copper telephone lines already installed to homes and businesses. Fiber to the Home transmits data utilizing the fastest and most reliable method available, via fiber installed directly to the home.

The advertised speed of Provider's Internet service is the maximum speed achievable with the technology utilized by Provider. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Provider's Internet service offerings, including, but not limited to: the distance of the consumer's home or office from Provider's central office (i.e., the further away the customer is from the central office, the slower the broadband speed), the end user's computer, modem or router, activity during peak usage periods, and other Internet traffic.

Based on internal testing using platform specific test protocols and a consumer accessible speed test available at [www.hamiltontel.com/speedtest](http://www.hamiltontel.com/speedtest), in addition to other standard publicly available speed tests found on the web, the mean upload and download speeds are typically the advertised speed plus or minus 10%. Provider's internal testing established a mean round trip latency of 10 ms to local ports.

Assuming the user's equipment and applications are sufficient, the actual speeds achieved with Provider's Internet service offering make Provider's Internet service suitable for real-time applications, such as Voice over Internet Protocol ("VoIP").

Provider does not offer any specialized services.

### **Unlicensed Wireless Internet Services**

The advertised speed of Provider's mobile broadband Internet access service is the maximum speed achievable with the technology utilized by Provider. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Provider's Internet service offerings, including, but not limited to: network coverage in the area, the amount of network traffic at any given time, weather conditions, and interference from other devices.

Provider's Unlicensed Wireless Internet service offerings typically provide speeds between 1000 Kbps and 15000 Kbps with a mean round trip latency of 90 ms. Connection speeds and latency are highly dependent on variables such as subscriber devices, location relative to the tower and the type of materials and method of construction of buildings in which the subscriber uses said services.

Provider's unlicensed wireless service mean upload and download speeds are typically the advertised speed plus or minus 10%.

Provider's internal testing, established a mean round trip latency of 50 ms.

### **Commercial Terms:**

#### **Pricing**

In order to meet the usage and budgetary needs of all of our customers, Provider offers a wide selection of broadband Internet access plan options, including promotional offerings, bundled service choices, and a la carte alternatives.

To see Provider's current promotions and pricing on broadband Internet access service, please visit our website [www.hamilton.net](http://www.hamilton.net), or call 402-694-6655 to speak with a customer service representative.

#### **Early Termination Fees**

If a customer previously entered into a service agreement with Provider for broadband Internet access service for a defined service term, and customer desires to terminate the service agreement prior to the expiration of that term, Provider may charge a reasonable early termination fee if such fee is clearly indicated in the service agreement.

Provider's early termination fee is the number of months remaining in the contract term times the monthly fee agreed to in the agreement.

#### **Usage-Based Fees**

Provider's Internet service is priced on a flat-fee basis (plus any applicable taxes). Provider does not charge end users a usage-based fee for Internet service.

## Privacy Policy

Provider's full Privacy Policy can be found at [www.hamilton.net/privacy-policy/](http://www.hamilton.net/privacy-policy/)

Provider affords full access to all lawful content, services and applications available on the Internet and reserves the right to monitor bandwidth, usage, transmissions and content for purposes of protecting the integrity of the network and other users on the network and Provider's Internet access service through reasonable network management practices. Provider reserves the right to terminate or block services as needed in order to protect the network.

Provider may collect equipment information to identify the equipment customer is using on the network, including, but not limited to: equipment type, serial number, settings, configuration and software. Provider may also collect performance information to examine the operation of the equipment, services and applications the customer may use on the network, including, but not limited to: IP addresses, URLs, data transmission rates and latencies, location information, security characteristics, and information about the amount of bandwidth and other network resources customer is using in connections with uploading, downloading or streaming data to and from the Internet.

Network traffic, activity, performance information, and equipment information monitored or collected by Provider is done so for the sole purpose of reasonable network management purposes.

The Provider's network management practices as discussed herein are intended solely to provide the best online experience possible for all of Provider's customers by safeguarding our network and its users from spam, viruses, phishing, and other unwanted or harmful online content and activities. Provider's network management practices are not intended, nor implemented, to block consumers from accessing the content and applications of their choice, deprive consumers of their entitlement to competition, or discriminate against or in favor of certain network traffic. End users with questions, concerns or complaints regarding Provider's network management practices are encouraged to contact Provider for issue resolution.

## Contact Us

If you have any questions regarding Provider's Network Management Practices Policy or would like to file a complaint with Provider regarding its network management practices, please contact Provider at:

Company: Hamilton.net

Attn: Internet Business Manager, Postal Address: 1006 12th Street, Aurora NE 68818

Phone Number: 402-694-5101

Fax Number: 402-694-5037

Email Address: [info@hamilton.net](mailto:info@hamilton.net)

Web URL: Hamilton.net

Further, if you believe that Provider is in violation of the FCC's Open Internet Rules, you may file either an informal or formal complaint with the FCC.

<http://esupport.fcc.gov/complaints.htm>

### **Additional Disclaimers**

The Open Internet Rules, as adopted, and Provider's Network Management Practices Policy are not intended to affect, alter or otherwise supersede the legal status of cooperative efforts by broadband Internet access service providers and other service providers 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 providers, rights holders, and end users.

Furthermore, the Open Internet Rules, as adopted, and Provider's Network Management Practices Policy do not prohibit Provider from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content.

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For additional information, please review Provider's Acceptable Internet Use Policy/ Subscriber Agreement at: [www.hamilton.net/useragreement.pdf](http://www.hamilton.net/useragreement.pdf)