



Open Internet Policy

January 1st, 2022

Visionary Communications, Inc. (“Visionary”, “we,” “our,” or “us”) is committed to an open Internet and supports the following Net Neutrality principles:

- No Blocking of Internet content, subject to reasonable network management as described below.
- No Throttling of Internet content, subject to reasonable network management as described below.
- No Unreasonable Discrimination.
- No Paid Prioritization of Internet content.
- Freedom of Customers to access lawful content.
- Freedom of Customers to use non-harmful applications of their choice.
- Freedom of Customers to attach non-harmful personal device.

This Open Internet Policy sets forth certain information regarding the policies and practices of Visionary and how we manage our network for broadband internet access service (the “Visionary Network”). This Open Internet Policy is a supplement to and is incorporated by reference in our Standard Terms and Conditions agreement available at: <https://www.vcn.com/terms/>.

I. NETWORK MANAGEMENT PRACTICES

- A. Blocking:** Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from lawful content.
- B. Throttling:** Other than reasonable network management practices disclosed below, we do not throttle or otherwise degrade or impair Customer access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.
- C. Affiliated Prioritization:** We do not directly or indirectly favor some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of our affiliates, defined as an entity that controls, is controlled by, or is under common control with Visionary.
- D. Paid Prioritization:** We do not directly or indirectly favor 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.



- E. Congestion Management: Our Service is provided on a “best effort” basis and our congestion management practices are in place to ensure that all Customers experience as high quality a service under varying usage periods. Customers select how much high-speed data they receive under a designated Service Plan (see www.vcn.com for more details on the Service Plans offered in your area) and we do not impose any additional usage limits for the Service. If we determine, in our sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers, Visionary reserves the right to apply additional congestion management techniques. In a manner consistent with our Terms and Conditions and Privacy Policies, we may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the Visionary Network. To help manage traffic on the Visionary Network, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.
- F. Application-Specific Behavior: Subject to the qualification that Visionary may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Visionary generally treats all lawful applications identically. However, we reserve the right to block or limit access to any applications, ports, or protocols that we determine, in our sole and reasonable discretion, may expose the Visionary Network to potential legal liability, harm the Visionary Network or otherwise interfere with or impair the experience of other Customers on the Visionary Network
- G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the Visionary Network. Visionary does not limit the types of devices that can be connected to the Visionary Network, provided they are used for lawful purposes and do not harm the Visionary Network, violate our Terms and Conditions Policy, or harm other users of the Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the Visionary Network negatively impacts other users or the Visionary Network, or may expose us to potential legal liability, we reserve the right to limit or restrict Customers’ ability to connect such type of device to the Visionary Network. If you have questions concerning the appropriateness of your device, please contact our Technical Support Team at 888-682-1884 or visit <https://www.vcn.com/support>.



H. Security: We have taken reasonable physical, technical, and administrative safeguards to protect the integrity and operations of the Visionary Network. We monitor the Visionary Network for security threats and may prohibit certain activity on the Visionary Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the Visionary Network or to other Customers. Triggering conditions include but are not limited to denial-of-service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious, and typically persistent. If we notice excessive Customer connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the Visionary Network or use by other Customers, we will attempt to notify the Customer to work collaboratively to remedy the issue to the extent possible; however, we reserve the right as a reasonable security practice, without advance notice, to block any Customer traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to be problematic) that we determine, in our sole and reasonable discretion, may cause harm to the Visionary Network or to other Customers, or may expose us to potential legal liability.

II. PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS

Service Description and Pricing: For a current description of Visionary’s standard Internet service offerings, please visit www.vcn.com. There, you can enter your zip code to check service package availability and pricing in your area.

- A. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): We do not offer data-related Specialized Services to Customers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering. However, there may be a temporary slowing of Internet speed when using any of Visionary’s broadband and VoIP services at the same time.
- B. Various Fees. In addition to the standard monthly rate for service indicated on our website, we will assess the following fees for our Service, where applicable:
 - i. Residential Installation Fee: \$80-\$94.95
 - ii. Reconnection Fee for Terminated Service Due to Non-Payment: \$160
- C. Fees for Additional Services: A current description of the fees for additional network-related services can be found below:
 - i. Technician Dispatch Fee: \$70/hour.



- E. Network Speeds: Visionary offers a standard range of asymmetrical and symmetrical download/upload speeds to residential Customers varying from 50/5 Mbps to 1 Gbps/1Gbps. The Visionary Network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed, Visionary, however, cannot guarantee speeds at all times, as there are many factors and conditions beyond Visionary's control that can affect Internet performance. Some of these external factors and conditions are:
- ii. Performance of Subscriber computer and/or router
 - iii. Type of connection to Subscriber's own equipment (i.e., Wi-Fi)
 - iv. Congestion of websites and services on Internet
 - v. Website or service limiting speeds on the Internet
 - vi. Internet and equipment performance outside of the Visionary Network

The Visionary Services speeds reflect performance under ideal conditions. Without purchasing an expensive "dedicated" Internet connection, no Internet Service Provider can always guarantee package speeds.

Acceptable Use: As set forth in the Service Agreements, all of Visionary's service offerings are subject to the Terms and Conditions Policy, which we may from time to time establish or revise. For more information on this policy, please visit www.vcn.com/terms.

- F. Privacy Policy: Visionary's current Privacy Policy is available here: www.vcn.com/privacypolicy
- G. Redress Options: Visionary endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact our support team with any concerns. The Support Team can be reached by calling 888-682-1884, emailing us at disputes@visionarybroadband.com, or via our mailing address: PO Box 2799, Gillette, WY 82717.
- H. Disputes and Arbitration: The Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customers in the event of a dispute.



III. INTERCONNECTION

Visionary shall provide access to NTIA-funded facilities at any technically feasible point along the network, without exceeding current or reasonably anticipated capacity limitations. This duty includes, at a minimum, the physical interconnection of the recipient's facilities to a requesting party's facilities for the exchange of traffic. In addition, Visionary shall connect to the public Internet directly or indirectly and provide requesting parties with an ability to connect to the Internet.

Rates and terms for interconnection shall be reasonable and nondiscriminatory. Visionary shall negotiate in good faith with all requesting parties (i.e., public, private, non-profit, or other parties) making a bona fide request for interconnection or wholesale services.

IV. FCC REQUIREMENTS AND COMPLAINT PROCESS

The Federal Communications Commission ("FCC") has adopted rules to preserve the Internet as an open platform ("Rules"). Information regarding these Rules is available on the FCC's website at: <https://docs.fcc.gov/public/attachments/DOC-328399A1.pdf>

If a Customer believes that we are not in compliance with the FCC's rules, the Customer may file an informal complaint with the FCC. The FCC urges Customers to submit any complaints via its website at the following address: <https://consumercomplaints.fcc.gov/hc/en-us>.

V. ADDITIONAL DISCLAIMERS

This Open Internet Policy does not affect, alter, or otherwise supersede the legal status of cooperative efforts by Visionary that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders, our Customers, and other end users. Furthermore, this Open Internet Policy does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Terms and Conditions and Privacy Policies (both can be found at vcn.com).