

**BLUE VALLEY TELE-COMMUNICATIONS
MASS MARKET INTERNET SERVICE POLICIES AND CUSTOMER
INFORMATION**

Mission Statement:

Blue Valley Tele-Communications is a progressive member-owned cooperative providing the highest quality, cost-effective services and dedicated to providing a superior customer experience using current technology for the communities we serve.

Purpose and General Statement:

The following policies apply to mass market broadband Internet services offered by Blue Valley Tele-Communications. Blue Valley Tele-Communications also offers enterprise level services that can be individually tailored to customer needs. Information on enterprise services can be obtained by contacting the Marketing Department of Blue Valley Tele-Communications at (785)799-3311. It is Blue Valley Tele-Communications' policy to provide robust and reliable access to the Internet for all of its residential and commercial mass market end user customers. Because network resources are shared by all users, Blue Valley Tele-Communications has implemented the following policies to govern mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. Blue Valley Tele-Communications does not block access to, nor discriminate against, any lawful website or Internet application and, with respect to fixed Internet access services, 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 Blue Valley Tele-Communications' 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 Blue Valley Tele-Communications' 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.

Definition of Terms and Acronyms:

Throughout these documents, several terms and acronyms are used. In the interest of clarity, we hereby define the following terms and acronyms:

AUP – Acceptable Use Policy

Access Speed – The speed, expressed in Mbps, of the Broadband service between the customer's premise and Blue Valley Tele-Communications. There are three components to Access Speed – Download Speed, Upload Speed, and Latency – which are further defined below

Broadband Service – The delivery of one or more services, including, but not limited to, Internet access, over a single medium

CM – Cable Modem. Used to describe both the device used to deliver Broadband Services over a coaxial television cable and the Broadband Service itself

Download Speed – The speed, expressed in Mbps, of receiving traffic at the customer's premise

Fixed Wireless – The delivery of Broadband Service over radio frequency requiring special equipment to receive or transmit signal to a fixed location

FTTH – Fiber To The Home. Used to describe both the device used to deliver Broadband Service over fiber optic cables and the Broadband Service itself

Kbps – Kilobits per second

ISP – Internet Service Provider

IP – Internet Protocol

Latency – The elapsed time, expressed in milliseconds, between the transmission and receiving data.

Mbps – Megabits per second

Mobile Wireless – The delivery of Broadband Service over radio frequency requiring special equipment to receive or transmit, but not fixed to a location

SA – Service Agreement

Upload Speed – The speed, expressed in Mbps, of transmission of traffic from the customer's premise

VoIP – Voice over IP

I. ACCEPTABLE USE POLICY

1. *General Policy.* Blue Valley Tele-Communications 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 Service Agreement or other Blue Valley Tele-Communications policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Blue Valley Tele-Communications network by Blue Valley Tele-Communications or other users, or violates the terms of this Acceptable Use Policy ("AUP").

2. *Specific 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: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Blue Valley Tele-Communications or any other entity, or to penetrate the security measures of Blue Valley Tele-Communications or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post information which is defamatory, fraudulent, obscene or deceptive on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Blue Valley Tele-Communications' or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Blue Valley Tele-Communications network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the service to violate any rule, policy or guideline of Blue Valley Tele-Communications; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is unlawful or is deemed to be contrary to a reasonable interpretation of community standards of decency; or (l) download or use the Service in Cuba, Iran, North Korea, or in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. *Copyright Infringement/Repeat Infringer Policy.* Blue Valley Tele-Communications respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Blue Valley Tele-Communications' 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 Blue Valley Tele-Communications 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, it is Blue Valley Tele-Communications' policy to terminate Internet service after receiving six copyright infringement notices within a 60-day time period. Blue Valley Tele-Communications, Inc. expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if Blue Valley Tele-Communications, 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 Blue Valley Tele-Communications 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 our Designated Agent as follows:

David Cook

Autry, Hall & Cook, LLP

3330 Cumberland Blvd. Suite 325 Atlanta, GA 30339

Telephone – (770) 818-4442

Email -cook@ahclaw.com

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

II. SYSTEM PERFORMANCE

Blue Valley Tele-Communications provides residential and commercial mass market customers with a choice of data plans to meet their needs. Blue Valley Tele-Communications 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. Blue Valley Tele-Communications offers the following mass market services and typical speed ranges. The speeds listed below are based on the nominal values derived from equipment configurations¹. Please note that some speeds are not available for all offered connection types due to the technical limitations of the technology used in the specific connection type.

¹ The speeds listed in all of the tables below are the maximum possible speeds for each plan. Results may vary depending on a number of factors including, but not limited to, hardware and software configurations of the customer's machine; intermediate equipment at the customer's premise such as routers, switches, or cabling; or conditions in equipment or

circuits which exist at multiple points beyond Blue Valley Tele-Communications control. For further information, please contact the Blue Valley help desk at (877)876-1228 or (785)799-3311.

FTTH Service Plan	Download Speed	Upload Speed
Economy	20 Mbps	10 Mbps
Family	30 Mbps	10 Mbps
Family Plus	40 Mbps	10 Mbps
Gamer	50 Mbps	10 Mbps
Professional	75 Mbps	25 Mbps
Professional Plus	100 Mbps	50 Mbps

Fixed Wireless Plan	Download Speed	Upload Speed
Wireless	25 Mbps	3 Mbps

Residential CM Plan	Download Speed	Upload Speed
Economy	15 Mbps	2 Mbps
Family	25 Mbps	2 Mbps
Family Plus	35 Mbps	5 Mbps
Gamer	50 Mbps	5 Mbps
Professional	50 Mbps	10 Mbps
Professional Plus	75 Mbps	10 Mbps

The following is a representative sample of actual speed tests. These speeds were calculated based upon our internally operated test site – <http://speedtest.bluevalley.net>. The results for the download and upload portions of the tests are calculated by performing multiple samples during each test, discarding the highest 10% and lowest 10% of the samples, and averaging the remaining samples. The results of the latency test are derived from performing multiple iterations of the test and using the lowest value as the final result.²

AVERAGE ACTUAL SPEED of FAMILY PLUS (35 Mbps x 5 Mbps)

Download speed – 34.4 Mbps (standard deviation - .093 Mbps)

Upload speed – 5.83 Mbps (standard deviation – .076 Mbps)

Latency – 9.71 ms (standard deviation – .0756 ms)

While Blue Valley Tele-Communications provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe, Internet speeds

² Further details regarding the test and calculation methodologies can be obtained at http://wiki.ookla.com/test_flow

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. Such variables include: 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 distance the data packets must travel between the user and the website; the presence of congestion on and technical configuration of any intervening networks; any gating or congestion management schemes employed by websites to limit download or upload speeds in cases where multiple users are served simultaneously. Blue Valley Tele-Communications does not guarantee that a customer will achieve the speeds set forth above at all times. Rather, the foregoing data speeds represent the best information available to Blue Valley Tele-Communications 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 of 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 Blue Valley Tele-Communications' network conducted under laboratory conditions. Please note, however, 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 several sites, unaffiliated with Blue Valley Tele-Communications, which provide speed testing:

<http://netalyzr.icsi.berkeley.edu>
<http://www.broadband.gov/qualitytest/about/>
<http://www.surewestkc.net/trailblazeometer/>
<http://www.speakeasy.net/speedtest/>

III. NETWORK MANAGEMENT

Blue Valley Tele-Communications utilizes a fully redundant 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, Blue Valley Tele-Communications reserves the right to implement 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.

Blue Valley Tele-Communications employs a protocol agnostic congestion management policy that does not discriminate against particular applications. Users remain free to

access the websites of their choice and run the applications of their choice consistent with the AUP. Blue Valley Tele-Communications currently monitors and manages its network manually, using various tools and alert systems; however, Blue Valley Tele-Communications reserves the right to deploy automated quality of service and network management servers and software that constantly monitor aggregate network traffic levels and prioritize traffic to ensure fair usage of network resources. Blue Valley Tele-Communications does assign priority status to VoIP traffic within our network; however, all data traffic, such as Internet access, operates at the same priority level. However, in cases where demand exceeds capacity, it is possible that the data traffic of any user could be delayed.

Prioritization of packets can be used for other purposes as well, such as to ensure the reliability of applications that demand real time or near real time communications such as public safety communications and, in the context of mobile data services, E-911 communications. Generally, provisioned data speeds for Blue Valley Tele-Communications mass market services are sufficient to support such applications as Voice over IP (VoIP), gaming, web surfing, or most streaming video. However, because Blue Valley Tele-Communications' residential, mass market broadband service generally does not prioritize such traffic, it is possible that certain applications requiring real time communications may perform at less than optimal levels, especially during periods of peak network demand.

Blue Valley Tele-Communications does take measures to protect its network and ensure that its AUP is enforced. For example, Blue Valley Tele-Communications has deployed measures to prevent spam, viruses, and other malware and to monitor and prevent denial of service attacks. Blue Valley Tele-Communications does not generally interfere with or manage the use of specific protocols or ports within our network. However, in the interests of network security, as well as that of our customers, the following ports, as well as others as the need arises, may be temporarily blocked or unavailable³:

- Port 25 – SMTP (inbound/outbound) - This is unsecured on computers. As such, it can be used by Botnet spammers without the knowledge or consent of the user. When traffic from a compromised computer is detected, this port may be blocked until the issue is corrected. This block would not interfere with nor interrupt web-based email services, such as Gmail, Yahoo mail, or Hotmail; however it will prevent sending email from a program local to the computer – such as Outlook or Outlook Express.
- Port 445 – MS-DS, SMB (inbound/outbound) - This port is vulnerable as an attack method against unpatched systems from viruses or malware such as the Sasser or Nimda worms. When traffic from a compromised computer is detected, this port may be blocked until the issue is corrected.
- Port 1080 – SOCKS (inbound) – This port is vulnerable as an attack method against unpatched systems from viruses or malware. When traffic from a compromised computer is detected, this port may be blocked until the issue is corrected.

Device/Application Attachment:

³ The ports that may be blocked enumerated in the list above are intended as examples only. Blue Valley Tele-Communications reserves the right to block any port or service which may compromise the security of the network or our customers or which may severely impact Blue Valley Tele-Communications' ability to deliver reliable service.

Blue Valley Tele-Communications provides only fixed data services via several different technologies. Specific device attachment policies may differ based on the technology.

With respect to fixed broadband services, 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 and Wi-Fi cards, laptops, notebooks and tablets are readily available from third party sources, such as consumer electronics retailers, other devices, such as DSL or Cable modems, proprietary network gateways, and Fixed Wireless base stations must be provided by or leased from Blue Valley Tele-Communications. Users are advised to contact Blue Valley Tele-Communications technical support at (877)876-1228 or via email – info@bluevalley.net before purchasing any third party equipment to ensure compatibility with the network. Blue Valley Tele-Communications 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.

Blue Valley Tele-Communications does not discriminate against or limit access to lawful third-party applications.

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.

IV. COMMERCIAL TERMS

Pricing:

Pricing for all of Blue Valley Tele-Communications broadband offerings can be found at:

FTTH Broadband Pricing: <http://www.bluevalley.net/?q=node/23>

Cable Modem Broadband Pricing: <http://www.bluevalley.net/?q=node/167>

Fixed Wireless Broadband Pricing: <http://www.bluevalley.net/?q=node/25>

Further inquiries regarding pricing or offerings can be directed to Blue Valley Tele-Communications at (785)799-3311.

Minimum terms:

- a. Your service order and signed contract indicate 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 OF UP TO \$150 IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM MONTHLY TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT).** Please note that the terms of service may vary from offering to offering. Please contact Blue Valley Telecommunications at (785)799-3311 for any questions concerning length of term or other questions regarding the specifics of your contract.
- b. 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.
- c. As stated in all contracts, Blue Valley Tele-Communications can change the price of your service by providing you at least one billing cycle’s notice of the change. Your contracted discount will remain consistent throughout your service term.
- d. If during the minimum service term, Blue Valley Tele-Communications changes the terms of your service and the changes are materially disadvantageous to you, you may terminate the service without paying an Early Termination Fee by providing written notice to Blue Valley Tele-Communications within 10 days of the notice of the effective date of the change.

Network Management Privacy Practices:

If you subscribe to Blue Valley Tele-Communications broadband access services including, but not limited to, Internet access, we may automatically measure and monitor your 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. Blue Valley Tele-Communications will not gather information from your use of our Internet access services to direct customized advertising specifically to you based on your visits over time and across different non-Blue Valley Tele-Communications websites, unless we first provide you with notice of our plan and obtain your affirmative consent.

Please note that Blue Valley Tele-Communications 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.

Blue Valley Tele-Communications obtains information from outside companies that collect consumer information such as demographic and interest data. We use this data and combine it with other information we have about you to help us predict customer preferences and to direct marketing offers that might be more relevant to you.

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 Blue Valley Tele-Communications marketing offers to you.

Cookies:

A cookie is a small data string that is written on your computer hard drive by a web server. (A web server is the computer that hosts a website and responds to requests received from your computer). Cookies can play an important role in providing a good customer experience using the web, such as enabling a website to maintain information when a user's web browser requests a series of web pages.

Cookies generally hold information, including data strings that contain a unique user ID which allow websites, including Blue Valley Tele-Communications' websites, to customize your experiences on the sites and gather information about your navigation of

the sites. Information gathered from cookies also helps us understand how our sites are performing and provides website usage information to support customizing and improving our sites and their messaging and advertisements. We also use cookies to help verify the identity of a website user or to recognize you as a registered user and remember your settings and preferences.

You can manage cookies by using features and functions available on most Internet browsers. For example, most browsers will allow you to choose what cookies can be placed on your computer and to delete or disable cookies. You can find instructions for managing cookie controls on websites for particular browsers. Please note that disabling cookies may prevent you from using specific features on our sites and other websites, such as ordering products or services and maintaining an online account.

Cookies associated with your Flash Player may be removed by managing your setting with Adobe by visiting: <http://www.adobe.com/products/flashplayer/security/> .

CPNI Policies:

Federal law allows you, the consumer, to choose how Blue Valley Tele-Communications (BVTC) uses your Customer Proprietary Network Information (CPNI). CPNI is data that is not publicly available, such as the type of service you subscribe to, the number of telephone lines you have, and how much you use your services.

The Federal law is designed to protect you, while allowing BVTC to meet your communication needs. BVTC values our customers and meeting your communication requirements. However, protecting your privacy is our main concern.

In order to meet the needs of our customers, we may share CPNI information with other companies, including our billing company, collection agency, and our consultant firms. We will only disclose your CPNI records to analyze and/or provide services. *We will not* disclose your CPNI to other companies for their marketing purposes.

You have the right, under federal law, to control how your CPNI records are used. BVTC has the responsibility to protect your CPNI records. **To restrict BVTC from using your CPNI records, you should contact us in writing at Blue Valley Tele- Communications, Inc., 1559 Pony Express Hwy., Home, KS 66438 or e-mail us at info@bluevalley.net. You always retain the right to restrict the use of your CPNI.** Restriction of the use of your CPNI records will remain valid until you contact us in writing or for two years, whichever comes first.

Redress Options:

For complaints or questions, End Users should contact Blue Valley Tele-Communications by using the following methods:

BVTC Mailing Address:	Blue Valley Tele-Communications, Inc. 1559 Pony Express Hwy. Home, KS 66438
Email Address:	info@bluevalley.net
Phone Number:	785.799.3311