

## **Garden Valley Telephone Company Mobile Internet Service Policies and Customer Information**

**Garden Valley Telephone Company (GV Cellular)** (“the Company”) has adopted the following network management practices, performance characteristics, and commercial terms and conditions for its mobile Internet access services in compliance with the Federal Communications Commission’s (“FCC’s) Open Internet Framework requirements (GN Docket No. 09-191 and WC Docket No. 07-52).

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.

The company 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 the Companies 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 the Companies' 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.

### **I. ACCEPTABLE USE POLICY**

#### ***1. General Policy.***

The Company 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 the Company policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Company network by the Company 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 the Company or any other entity, or to penetrate the security measures of the Company 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 the Company or any third party's copyright, trademark, proprietary or other intellectual property rights;
- (h) engage in any conduct harmful to the Companies 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 the Company;
- (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.***

The Company respects the intellectual property rights of third parties. Accordingly, you may not store any material or use the Company 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 the Company 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, the Company expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if the Company, 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 the Company 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: Garden Valley Telephone Company, 201 Ross Avenue, Erskine, MN 56535, 218-687-5251

4. The Company 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 the Company 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.

Additionally, as the underlying facilities provider for the mobile broadband service, the Acceptable Use Policy of its underlying facilities provider is also applicable to the mobile broadband service. The policies of the underlying facilities provider can be found at <http://www.telispire.com/internet-policy>.

## II. NETWORK MANAGEMENT; RELATED DEVICE AND PRIVACY POLICIES

All traffic management for the mobile broadband service is controlled by its underlying facilities provider. Accordingly, the Company mobile broadband service adheres to the network management practices of its underlying facilities provider. Further information may be obtained at the following website: <http://www.telispire.com/internet-policy>.

### **Device Attachment Policies.**

The Company device attachment rules and restrictions are consistent with the device attachment rules and restrictions of its underlying facilities provider. Further information may be obtained at the following website: <http://www.telispire.com/internet-policy>.

Except as disclosed herein, the Company does not impose any further device attachment rules or limitations in addition to those of its facilities provider.

### **Privacy Policies.**

The Company collects personally identifiable information in order to provide the mobile broadband service and to bill for this service, the Company does not collect any information concerning the customer's visited websites, application usage or other Internet activity. However, customers should be familiar with the privacy policies of ISP's underlying facilities provider at <http://www.telispire.com/internet-policy>.

Questions regarding network management, including related policies regarding device attachments and privacy, should be directed to Garden Valley Telephone Company at (218)687-5251. Users are advised to contact the Company before purchasing any third party equipment to ensure compatibility with the network. The Company 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.

## III. COMMERCIAL TERMS

### **Pricing.**

Pricing for all of the Company broadband offerings can be found at:

**[http://www.gvtel.com/generic\\_dataplans.html](http://www.gvtel.com/generic_dataplans.html)**

### *Minimum Terms*

*a. Your service order indicates 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 \$175 IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT).***

*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. If your service term is month-to-month, the Company can change the price of your service by providing you at least one billing cycle's notice of the change. Maximum Monthly Data Caps*

*a. Your service order indicates whether you are subject to a maximum monthly data cap on your service. The cap states the aggregate number of megabytes of data that you may send and receive using the service in a single billing cycle. If your use of the services exceeds the cap in any billing cycle, you will be subject to an **additional charge of \$0.002 per megabyte.***

*b. It is each customer's responsibility for keeping track of his or her data use. The Company makes current data usage information available to its customers. You may track your usage by accessing your online account at [http://www.gvtel.com/generic\\_cellular.html](http://www.gvtel.com/generic_cellular.html) Unused data in a given billing cycle does not "roll over" to future billing cycles.*

#### *Changing or Cancelling Service*

*a. If you cancel your service, in addition to any applicable Early Termination Fee, you must pay for your use of the service up until the date on which you cancelled, including charges for exceeding any data cap that applied to your account, and applicable taxes.*

*b. If, during the minimum service term, you decide to change to another the Company service plan or to add additional services, such as international roaming, to your plan, then the Company has the right to restart the minimum service term from the beginning of the change in plan or addition of service.*

*c. If, during the minimum service term, the Company 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 the Company within 10 days of the effective date of the change.*

#### **Redress Options.**

Questions and complaints regarding the foregoing matters should be addressed to the Company's **Garden Valley Telephone Company at 218-687-5251.**

The Company strongly desires to resolve questions, complaints and other problems of its customers and edge service providers in an informal and direct manner that satisfies all interested parties to the greatest extent practicable. Customers and edge service providers that are not able to obtain satisfaction from the Company have the option of invoking the FCC's informal and formal complaint procedures regarding Open Internet Framework disputes.