

Internet Service Provider (ISP) Policies

These policies describe important and useful information about the characteristics, limitations, and conditions of VIP Internet services, the network, and related equipment. Further, in keeping with the FCC Net Neutrality rules effective August, 2016 (and any later amendments), Volcano Internet Provider (VIP) provides these network policies to ensure to subscribers that Volcano ISP does not discriminate against any lawful and non-harmful use of the company's network. These policies include, but are not limited to:

Neutral Network Practices

- No lawful and non-harmful usage of the Volcano Internet platform shall be restricted. No lawful sites or content will have access blocked.
- Customer-provided equipment may be attached to the company's network at the customer's premise as long as said equipment does not harm or interfere with other users, the network, or overall performance of the network.
- Internet use shall be in accordance with the state and federal law and the Volcano Internet Terms of service as found in the Volcano Internet Provider User Agreement.
- VIP reserves the right to terminate VIP Broadband Internet Service immediately without notice if, in VIP's reasonable discretion, use of VIP Broadband Internet Service is not in an appropriate or lawful manner.

Performance Characteristics and Service Limitations

- Various speeds of broadband service are available through Volcano Internet Provider and Volcano's network and customer premise equipment are configured to allow the configured speeds; however, as is true for all broadband providers, there are outside variables that may cause the speeds to vary, including, but not limited to:

§ A customer's computer or home network may not be running in optimal condition due to age, concentration of usage, wireless congestions, or the presence of adware, malware, viruses, or spyware.

§ Access to the World Wide Web is contingent on the networks between the customer's sending location and the final location where information is stored. The operability of any of these networks can affect the speed at which the internet can be accessed.

§ Specific websites or destinations can be slower in accessing or loading due to their own traffic congestion or speeds and access levels set by the destination.

- Digital Subscriber Line (DSL) – Many content providers require a particular bandwidth to use their services. End users are responsible to order the appropriate speed of service for the services

and applications they intend to use. Volcano cannot be responsible for their requirements or variables in use. Due to the nature of the Broadband service technology, VIP reserves the right to terminate service without liability if VIP at any time is not reasonably able to provide, repair, or maintain VIP Broadband Internet Service to customer's premises; provided, however, that VIP shall refund any pre-paid charges for the VIP Broadband Internet Service that it terminates.

- Fixed Wireless – Fixed wireless is subject to failure due to terrain, atmospheric conditions, and other types of interference beyond VIP's control. VIP may determine that the wireless system cannot reasonably provide adequate service to the location and may rescind prior agreements to provide service.
- Fiber to the Premise – VIP reserves the right to terminate service without liability if VIP at any time is not reasonably able to provide, repair, or maintain VIP Broadband Internet Service to customer's premises; provided, however, that VIP shall refund any pre-paid charges for the VIP Broadband Internet Service that it terminates.
- Cable Modem – VIP reserves the right to terminate service without liability if VIP at any time is not reasonably able to provide, repair, or maintain VIP Broadband Internet Service to customer's premises; provided, however, that VIP shall refund any pre-paid charges for the VIP Broadband Internet Service that it terminates.

Speed Testing and Latency – The speed and latency of all services can be tested directly from subscribers' own computers. Access to the speed and latency test can be reached at <https://www.volcanocommunications.com/test-your-speed/>. This site offers a synopsis of price, speed expectations, and latency expectations as well as the actual upload, download, and latency achieved at that moment. These results are dependent upon the computer's speed, home network, wireless capabilities, etc. As such, the results cannot be guaranteed and should be considered a guide rather than an exact measure of the network's performance. The actual transmission speeds you experience using VIP Broadband Internet Service may vary from the transmission speeds that you might expect, due to such factors as the length and gauge of the telecommunications line serving your premises and other operational characteristics of the facilities and equipment used for the VIP Broadband Internet Service. Speed also depends on the bottlenecks experienced upon the wider network architecture of the Internet itself. For these reasons, VIP does not guarantee that you will experience any particular performance level (throughput speed).

Traffic Management – Volcano does not engage in traffic management for any of its broadband services offered *other than what is reasonably necessary for reasonable network management during times of congestion*. Neither does it block, throttle, nor rate-control specific protocols or protocol ports or otherwise inhibit in favor certain services, applications or classes of applications.

Appropriate Use – VIP reserves the right to terminate your VIP Broadband Internet Service immediately without notice if, in VIP's sole discretion, you do not use VIP Broadband Internet Service in an appropriate and lawful manner. You agree not to use or to allow others to use VIP Broadband Internet Service, directly or indirectly, to:

- Violate any of the provisions of the Volcano Internet Provider User Agreement <http://www.volcanocommunications.com/internet-agreement>; or
- Disrupt, abuse, or cause degradation of service in the VIP's backbone network nodes or network services or the network nodes of other VIP users; or
- Resell the VIP Broadband Internet Service, or bandwidth, or use the service for operation of an Internet service provider business or for any other business enterprise in competition with VIP (*except with the prior written approval of VIP and compliance with all conditions imposed by VIP for granting such approval*); or
- Redistribute your residential VIP Broadband Internet Service to anyone not a member of your household or redistribute your business VIP Broadband Internet Service to anyone not working for your business as an employee or contractor (*except with the prior written approval of VIP and compliance with all conditions imposed by VIP for granting such approval*)

If you engage in any of these activities, VIP may immediately terminate your VIP Broadband internet Service.

Equipment

- **Network Interconnection.** A network interconnection device may be provided by VIP.
- **Equipment Compatibility.** You shall be solely responsible for the installation, operation, maintenance, use, and compatibility (with VIP) of your computer system, including your local area network and devices. In the event that your equipment or software not provided by VIP impairs your use of VIP Broadband Internet Service, (i) you shall nonetheless be liable for payment of all VIP Broadband Internet Service charges; and (ii) VIP shall not be responsible for meeting any service specifications or performance levels generally applicable to the VIP Broadband Internet Service.
- **Access.** If you request VIP to install VIP Broadband Internet Service, you authorize VIP to enter your premises at a mutually agreed time, install and test equipment, as necessary for a successful installation. VIP does not represent, warrant, nor covenant that such procedures will not disrupt the normal operations of your computer. You are responsible for backing up your files to prevent any loss or corruption of files or data at all times.

- **Activation at Fixed-location.** VIP shall, at a time mutually agreed, install the necessary equipment on your premises and shall test the circuit at the mutually agreed upon location you intend to use for VIP Broadband Internet Service. The service may not be moved to a different location or without payment of a new activation fee and any applicable charge for early termination. Transferring the service to a different place within a location may require further activation work by VIP or its agents, contractors, or representatives, at additional cost. If you change premises, you shall notify VIP, pursuant to the provisions of Section 12 of this Agreement, to terminate your service.

Security

- **Firewall, Anti-virus Recommended.** It is your responsibility to safeguard your computer system, through appropriate means (e.g., using commercially available software or hardware) from theft, unauthorized use, or system corruption. If you fail to secure your system properly and that causes any detriment to the network, VIP may immediately terminate your VIP Broadband Internet Service. VIP HIGHLY recommends that you purchase and install a commercial firewall package and anti-virus package. VIP shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your failure to safeguard the security of your system, software, and data.
- **FTP/HTTP Server Setup.** Certain applications that you may use will, by their nature, permit other Internet users to gain access to your computer. These applications include, for example, your use of your computer as a server to allow others to download files using FTP or to access content you placed on a Web site using HTTP. You are permitted to run such applications for your personal use and within the limitations of these policies, provided that you take the appropriate security measures and you assume all risk of security breaches.

Policy Changes – As set forth in the Volcano Internet Provider User Agreement you have agreed to, <http://www.volcanocommunications.com/internet-agreement>, these policies may be changed by Volcano at any time without notice. You should check back for changes frequently.