

Swiftel Communications Acceptable Use Policy

Swiftel Communications has established an Acceptable Use Policy ("AUP") for the protection of Swiftel Communications and its customers for the use of Swiftel Communications products and services. Swiftel Communications can be contacted at 605-692-6211 regarding any questions you have about this AUP, Swiftel Communications, or Swiftel Communications' products and services. By using services provided by Swiftel Communications, you agree to be bound by the terms of this AUP.

Internet Service. This AUP applies to customer use of any Swiftel Communications Internet service regardless of technology or the Internet-based application utilized. It is not acceptable to use the Swiftel Communications network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services, which include but are not limited to:

1. Use any Internet service or use or permit the use of Internet service for unlawful purposes.
2. Use any Internet service to transmit, post or receive material that is threatening, abusive, libelous, defamatory, obscene, pornographic, or otherwise in violation of any local, state, federal or international law or regulation.
3. Transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component.
4. Transmit or download any information, software or other material that is protected by copyright or other proprietary right without the permission of the person owning that protected right.
5. Transmit SPAM or other bulk email.
6. Add, remove, or modify identifying network heading information (aka "spoofing") in an effort to deceive or mislead; or any impersonation of another person using forged headers or other improper identifying information.
7. Attempts to interfere with the Service of others including users, hosts and networks. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a Service and attempts to "crash" any host.
8. Engage in any activity which would compromise customer privacy or system security or gain access to any system or data without required permission (e.g. "hacking") of the owner. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
9. Engage in any activity which would result in third-party charges to Swiftel Communications.
10. Resell or otherwise share Swiftel Communications' Internet service, account information or passwords.

Swiftel Communications does not screen in advance any specific content accessible using its Internet service. Swiftel Communications reserves the right, but does not assume the responsibility, to block or limit access to content that violates this AUP. Swiftel Communications disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. Use of information accessed by the Internet is at customer's own risk. Swiftel Communications disclaims any responsibility for the accuracy, privacy or quality of the information. By using the Internet service, the customer agrees to hold Swiftel Communications harmless for content accessed using the Internet service. The customer further agrees that Swiftel Communications has the right to electronically monitor its service and to disclose any information it deems necessary to satisfy any legal or operational requirements. Any IP address assigned to a customer on either a dynamic or static basis remains the property of Swiftel Communications and may not be appropriated for any use other than as intended by Swiftel Communications or transferred to any other party.

Swiftel Communications provides Spam filtering with each customer's email address. Details of this service are listed on Swiftel Communications' website. Swiftel Communications will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

Swiftel Communications reserves the right to evaluate on an individual account basis bandwidth or hardware utilization. Bandwidth or hardware usage in excess of subscribed service that adversely affects Swiftel Communications' ability to provide its Internet or any other service may result in additional account management and fees.

Swiftel Communications provides its own methods to secure and protect its Internet service. Such action is not a substitute for the customer providing his/her own security or protection. Swiftel Communications specifically disclaims any liability for any breach of security or any harm to customer's computing system while connected to Swiftel Communications' Internet service.



A customer may not use Swiftel Communications' Internet service for web or email hosting without making special written subscription arrangements with Swiftel Communications.

Swiftel Communications' reserves the right to disconnect or limit any account access to the Internet that in the opinion of its system administrator is a threat to the security or lawful operation of the Internet service or the service's software and/or hardware or that repeatedly violates the terms of this AUP.

The customer agrees to indemnify and hold Swiftel Communications harmless for any and all claims, damages, losses, expenses (including attorneys' fees and other legal expenses) resulting from the customer's use of Swiftel Communications' Internet service whether or not such use is found to be in violation of any statute, regulation or rule.

Electronic Communications Privacy Act (ECPA) Notice. Customers are hereby notified that Swiftel Communications does NOT offer the same degree of privacy for email or files that the customer expects from regular paper mail.

Digital Millennium Copyright Act (DMCA) Policy. The Digital Millennium Copyright Act (DMCA) was signed into law by President Clinton on October 28, 1998. The legislation implements two 1996 World Intellectual Property Organization (WIPO) treaties: the WIPO Copyright Treaty and the WIPO Performances and Phonograms Treaty.

When Swiftel Communications receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to Swiftel Communications, the following actions will be initiated:

1. Swiftel Communications personnel will review the address to determine whether the address is in use by Swiftel Communications. If the address has been assigned to an entity other than Swiftel Communications, the DMCA notice will be returned to the copyright holder or agency authorized to act in the copyright owner's behalf.
2. If the address is assigned and used by Swiftel Communications or one of its customers, Swiftel Communications personnel will attempt to identify the user. If the offender cannot be identified, the Swiftel Communications Agent listed on Swiftel Communications' Internet site will be notified so he can respond accordingly to the copyright holder or its agent. If the offender is identified, Swiftel Communications will take the following actions:
 - a. The customer will be notified by letter of the notice. If it is a first time notice, the customer will be notified and advised that an alleged violation of copyright law has been received. Notification of a second notice will result in the same action and that any further violations could affect the customer's access to the Internet. A third notice will result in notice that Internet service will be temporarily suspended until such customer contacts the Swiftel Communications DMCA Agent to limit the ability to violate the law. A fourth notice will result in the termination of Internet service.
 - b. Each time a customer is notified pursuant to this policy, that fact and the results of the contact will be communicated by email to the Swiftel Communications Agent named above for use in replying to the copyright holder or its agent. Records of all contacts with the customer regarding the matter will be retained electronically in the customer record.
 - c. The foregoing does not limit the ability of Swiftel Communications or any entity using a Swiftel Communications assigned IP address from taking more immediate action to stop the use of Swiftel Communication's Internet service for unlawful or harmful purposes.

Network Management Practices Policy Disclosure

Swiftel Communications commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. Swiftel Communications will manage its network and provide access in accordance with the Federal Communications Commission's Preserving the Open Internet rules found in Part 8 of Title 47 of the Code of Federal Regulations and in compliance with any future Open Internet policies or rules adopted by the FCC.

Transparency

Swiftel Communications shall make available public information on its website (<http://swiftel.net/policy/>) regarding its network management practices, performance and commercial terms of its service sufficient for consumers to make an informed choice regarding their use of such services.



Swiftel Communications will not unjustly or unreasonably prevent or interfere with competition among Content, Applications, Service, or Device Providers.

Network Management Practices

Swiftel Communications utilizes reasonable network management practices to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability. Network management practices used are consistent with industry standards.

Swiftel Communications reserves the right using generally accepted technical measures to prioritize traffic based on real time and non-real time applications during heavy congestion periods when network demand exceeds available capacity. Swiftel Communications may set speed thresholds on the amount of data you as a customer can upload and download within stated time periods. If a Swiftel Communications customer has exceeded these thresholds, Swiftel Communications may or reserves the right to temporarily limit the speed at which said customer can send and receive data over the Swiftel Communications access network. Swiftel Communications may use other traffic management and prioritization tools to help ensure equitable access to the Swiftel Communications network for all customers.

Blocking

Swiftel Communications does not perform any blocking practices that blocks or otherwise prevents end user access to lawful content, applications, service, or non-harmful devices other than reasonable network management.

Throttling

Swiftel Communications does not perform any throttling practices that degrades or impairs access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device other than reasonable network management.

Affiliated Prioritization

Swiftel Communications does not directly or indirectly favor some traffic over other traffic to benefit an affiliate.

Paid Prioritization

Swiftel Communications does not directly or indirectly favor some traffic over other traffic in exchange for consideration, monetary or otherwise.

Congestion Management

Swiftel Communications monitors and maintains connections between equipment for network congestion to ensure a sustainable quality broadband service is provided. Metrics are used to determine when to allocate additional bandwidth to help minimize network congestion which is extremely rare. Peak network usage is typically between 7 pm and 11 pm Monday – Friday and 4 pm – 11 pm Saturday and Sunday. During peak usage times, priority may be given to applications such as browsing, email, streaming, instant messaging, gaming and VoIP.

Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software.

Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. Swiftel Communications may seek criminal charges against those who inflict network malice. Swiftel Communications may also attempt to recover costs incurred from network malice.

Application Specific Behavior

Swiftel Communications will not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

All requests for access to blocked ports must be approved by Swiftel Communications ISP Administrator.

Discrimination

Swiftel Communications will not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices.

Device Attachment Rules

Devices that connect to Swiftel Communications' network must conform to publically available standards. Devices must also be non-harmful to the network.

Security

Swiftel Communications uses industry standard tools to protect the network from threats. Swiftel Communications recommends the end user install antivirus software and firewall to help protect against Internet threats and attacks. Swiftel Communications end users may utilize Spam and Virus filters as part of Swiftel Communications email service.

Performance Characteristics;

The Internet service speed advertised is the maximum expected to an individual connection. There are several factors that can reduce the speed of the connection including but not limited to the customer computer, network equipment (such as routers), wireless networks, and distance to the customer premise.

Service Descriptions

Fiber Optic description: Fiber optics offer some of the highest Internet speeds using the latest technology. Data connections are delivered using light over strands of glass.

DSL Description: Digital Subscriber Line is a medium to transferring data over copper lines to deliver Data connectivity.

Residential:

Package	Advertised Speed	Actual Mean Speed Achieved
GigNet	1Gbps Download/ 50Mbps Upload	800Mbps/50Mbps
FiberNet200	200Mbps Download/20Mbps Upload	200Mbps/20Mbps
FiberNet120	120Mbps Download/20Mbps Upload	120Mbps/20Mbps

Business:

Package	Advertised Speed	Actual Mean Speed Achieved
Bus-FiberPack200	200Mbps Download/20Mbps Upload	200Mbps/20Mbps

Packages suitable for most real-time applications Swiftel Communications recommends FiberNet Packages or Business Fiberpack for optimal real-time application experience. For questions about your specific real-time application please contact Swiftel Communications.

Latency testing during peak usage resulted in a mean round trip latency of:

Fiber Optic Connections: 2ms

Impact of Non-Broadband Internet Access Service Data Services

For Customers connected via fiber optic to the curb (FTTC) and vDSL copper services that connect to the dwelling with Triple play services that include Voice, Video and Internet services, the priority is given to TV services to reduce impact of Internet access affecting TV services.

Commercial Terms

Pricing

Monthly prices and Early Termination Fees

Please contact Swiftel Communications for current pricing and termination fees or visit <http://www.swiftel.net>

Usage-Based Fees

Swiftel Communications Internet service is priced on a monthly recurring charge without additional usage-based fees.

Redress Options

Technical issues can be reported to Swiftel Communications' Internet Support at 605-696-4357

Edge provider complaints and questions should be directed to Swiftel Communications Internet Department at 605-697-8286

Privacy Policy

Swiftel Communications network management practices do not generally entail inspection of network traffic.

The Company retains and stores certain traffic information (such as the identity of the customer using a particular IP address during a specific period) for time periods required by federal or state law.



Swiftel Communications retains, stores and provides to law enforcement any traffic information requested pursuant to the procedures of the Communications Assistance for Law Enforcement Act ("CALEA"), the Foreign Intelligence Surveillance Act ("FISA") or other applicable national security or criminal statutes.

Swiftel Communications does not collect, store or use traffic information to profile its customers in order to sell additional services to them, or for similar non-network management purposes.