

## Terms of Service (TOS)

By using the Service, the Subscriber agrees to abide by, and require each user of the Service to abide by, the Terms of Service (TOS) and associated Acceptable Use Policy (AUP). Any user who does not agree to be bound by these terms must immediately cease use of the Service and notify the Butterfield Wireless, LLC to terminate the account. Butterfield Wireless reserves the right to suspend or terminate service for failure to comply with this TOS and AUP.

Subscriber understands and agrees that Butterfield Wireless, LLC does not guarantee that any particular amount of bandwidth on the Butterfield Wireless network or that any speed or throughput of Subscriber's connection to the Butterfield Wireless network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Butterfield Wireless's control, and system failures, modifications, upgrades and repairs.

Additional charges apply to service issues determined to be at fault of subscriber. \$25 charge for technician to troubleshoot on site and verify issue. \$50 charge for technician to repair issue following verification. Charges do not apply to issues at fault of Butterfield wireless equipment and weather.

Butterfield Wireless, LLC operates in accordance with FCC rules in preserving the free and open internet and aligned with the principles of transparency, no blocking, and no unreasonable discrimination. More information about the rules can be found at [Link] <https://www.govinfo.gov/content/pkg/FR-2011-09-23/pdf/2011-24259.pdf>

- Butterfield Wireless, LLC promotes transparency by providing information regarding various issues so that subscribers can make informed choices about choosing an internet service provider.

- Butterfield Wireless, LLC does not block lawful content, access to lawful Web sites, applications, services, or non-harmful devices, subject to reasonable network management.

- Butterfield Wireless, LLC does not reasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service. Reasonable network management does not constitute unreasonable discrimination.

In accordance with the FCC, Butterfield Wireless, LLC must disclose the network management practices, performance characteristics, and terms and conditions of their broadband services.

### Network Management Practices

- Congestion Management: Butterfield Wireless, LLC manages its network to be efficient and provide the best internet experience possible for its customers.

- Application Specific Behavior: Any device connected to Butterfield wireless's network must be Commercial off The Shelf (COTS) and conform to industry standards.

-Device Attachment Rules: Any device connected to Butterfield wireless's network must be Commercial off The Shelf (COTS), conform to industry standards, and authorized by Butterfield Wireless, LLC.

-Security: Butterfield Wireless, LLC uses industry standard tools, best practices, and policies to protect customers from harmful on-line content and activities. It implements years of technical experience and industry best practices.

#### Performance Characteristics

-Service Description: Butterfield Wireless, LLC provides best possible internet service utilizing commercially available, industry standard, broadband wireless technology designed for Wireless Internet Service Providers (WISP). The service is provided on an "as-is" and "as-available" basis without warranties of any kind.

-Impact of Specialized Services: Butterfield Wireless, LLC does not offer specialized services such as VOIP, IPTV, or other streaming media services.

#### Commercial Terms

-Pricing is set to be reasonable and competitive while maintaining ability to sustain and improve operations.

-Privacy policies: To provide the best online experience possible, Butterfield Wireless, LLC monitors bandwidth usage, transmission that adversely affect the integrity of the network and internet service through reasonable network management practices. Network traffic, activity, performance information, and equipment information monitored or collected is done for the sole purpose of reasonable network management purposes.

#### Acceptable Use Policy (AUP)

Butterfield Wireless has adopted this Acceptable Use Policy (AUP) in order to provide its customers with the highest level of service. This policy outlines acceptable use of the service and is in addition to any other agreements in effect for the services.

#### Use:

Residential service is designed for personal and family use (residential use only) within a single household. Subscriber agrees that only Subscriber and Subscriber's authorized guests in the same household will use the Service. Subscriber is responsible for any misuse of the Service that occurs through Subscriber's account, whether by a member of Subscriber's household or an authorized or unauthorized third-party. Subscriber will not use, or enable others to use, the Service to operate any type of business or commercial enterprise. Residential subscribers may not run any type of server including but not limited to, Web hosting server, DNS servers, mail servers, ftp servers, game servers, or P2P servers.

Business service is designed solely for use in subscriber's business. Subscriber is responsible for any misuse of the Service that occurs through subscriber's account, whether by an employee of the Customer's business or an authorized or unauthorized third-party. Subscriber is responsible for any and all content and usage associated with the subscriber's account. Subscriber must take steps to ensure

that others do not gain unauthorized access to the Service. Subscriber is solely responsible for the security of: (i) any device subscriber chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point of the Service.

Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service.

Butterfield Wireless reserves the right at its sole discretion to immediately suspend, terminate, restrict use of the Service, or reclassify service to a higher grade without notice if such use violates the AUP or the Terms of Service, is objectionable or unlawful, or interferes with Butterfield Wireless's systems, or Internet Network, the Internet, or others' use of the Service.

#### Prohibited Activities Using the System, Network, and Service:

Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in termination of service, or criminal and civil liability.

Share files via Peer to Peer (P2P) networks. This includes, but is not limited to, eMule, eDonkey, Kazaa, BitTorrent, Gnutella, and PeerCast. The transfer of any copyrighted materials will result in immediate termination.

Transmit or receive amounts of data exceeding what is typically considered reasonable for the Service, regardless of intent, purpose, or knowledge. Excessive data transfer will result in restricted bandwidth.

Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting, or transmitting any information or software which contains a worm, virus, malware, or other harmful feature, or generating levels of traffic sufficient to impede other's ability to send or retrieve information.

Resell the Service or otherwise make available to anyone outside the premises the ability to use the Service.

Transmit bulk messages, commercial messages, or "spam". This includes, but is not limited to solicited or unsolicited advertising, promotional materials or other solicitation material, bulk emailing of commercial advertising, information announcements, charity requests, and petition for signatures.