

Open Internet Transparency Statement

Updated as of December 3, 2019

Helmsco Inc., d/b/a Central Link Broadband (“CENTRAL LINK BROADBAND,” “we,” “our,” or “us”) is committed to an excellent user experience. Therefore, we support the following free and open internet principles:

- Transparency
- NO Blocking of Internet content, subject to reasonable network management as described below
- NO Throttling of Internet content, subject to reasonable network management as described below
- NO Unreasonable Discrimination
- NO Paid Prioritization of Internet content
- Freedom of Subscribers to access lawful content
- Freedom of Subscribers to use non-harmful applications of their choice
- Freedom of Subscribers to attach non-harmful personal and third-party devices

This Open Internet Transparency Statement sets forth certain information regarding the policies and practices of CENTRAL LINK BROADBAND and how we manage our network for broadband internet access service (the “CENTRAL LINK BROADBAND Network”). In the event of any inconsistency between this Open Internet Transparency Statement and the Service Agreements, this Open Internet Transparency Statement shall control.

CENTRAL LINK BROADBAND’s broadband access service is primarily a fixed wireless service supplemented by fiber technology (“Service”). Generally, given the nature of fixed wireless services, certain circumstances may affect the speed and quality of the Service, including but not limited to foliage, line-of-sight obstructions, the distance between a Subscriber’s premises and the transmission point, as well as the Subscriber’s connection of multiple devices to the CENTRAL LINK BROADBAND Network. Although we have engineered the CENTRAL LINK BROADBAND Network to provide consistent high-speed data services, some network management for these scenarios is required, because very heavy data usage by even a few Subscribers at times and places of competing network demands can affect the performance for all Subscribers.

I. NETWORK MANAGEMENT PRACTICES

A. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from lawful content.

B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise degrade or impair access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

C. Affiliated Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through the use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any of our affiliates, defined as an entity that controls, is controlled by, or is under common control with CENTRAL LINK BROADBAND.

D. Paid Prioritization: We do not directly or indirectly favor some traffic over other traffic, including through the use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.

E. Congestion Management: Our Service is provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Subscribers experience as high-quality service under varying usage periods. Our typical frequency of congestion is typically between 5:00 PM and 11:00 PM local time. Subscribers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the Confirmation of Sale (“COS”). In a manner consistent with our Service Agreement, we may monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the CENTRAL LINK BROADBAND Network. To help manage traffic on the CENTRAL LINK BROADBAND Network, during times of high demand, we may allocate available bandwidth among Subscribers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.

1. **i.** We may monitor traffic for our own internal purposes, including, but not limited to, billing, internal metrics, and first-party marketing purposes as permitted by law. We do not monitor traffic information through deep-packet inspection. We do not share any traffic information with unaffiliated third parties for non-network management purposes without your consent.
2. **ii.** If we determine, in our sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Subscribers or the CENTRAL LINK BROADBAND Network, we reserve the right to apply additional congestion management techniques.

F. Application-Specific Behavior: Subject to the qualification that CENTRAL LINK BROADBAND may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, CENTRAL LINK BROADBAND generally treats all lawful applications identically. However, we reserve the right to block or limit access to any applications, ports or protocols that we determine, in our sole and reasonable discretion, may expose the CENTRAL LINK BROADBAND Network to potential legal liability, harm the CENTRAL LINK BROADBAND Network or otherwise interfere with or impair the experience of other users on the CENTRAL LINK BROADBAND Network. The CENTRAL LINK BROADBAND Network may also not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/software.

G. Device Attachment Rules: Generally, you do not need the approval to connect your own or a third party Internet-enabled device to the CENTRAL LINK BROADBAND Network. CENTRAL LINK BROADBAND does not limit the types of devices that can be connected to the CENTRAL LINK BROADBAND Network, provided they are used for lawful purposes and do not harm the CENTRAL LINK BROADBAND Network or other Services, violate our Service Agreements, or harm other users of the CENTRAL LINK BROADBAND Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the CENTRAL LINK BROADBAND Network negatively impacts other users or the CENTRAL LINK BROADBAND Network, or may expose us to potential legal liability, we reserve the right to limit or restrict Subscribers' ability to connect such type of device to the CENTRAL LINK BROADBAND Network. If you need technical support services to assist you in the installation and configuration of third-party devices, please contact that device manufacturer. Depending on your level of Service and your COS, there may be an additional fee for support services.

H. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the CENTRAL LINK BROADBAND Network. We monitor the CENTRAL LINK BROADBAND Network for security threats and may prohibit certain activity on the CENTRAL LINK BROADBAND Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the CENTRAL LINK BROADBAND Network or to other Subscribers. Triggering conditions include but are not limited to denial of service activity, IP address or port scanning, excessive account login failures; or certain Internet addresses that are disruptive, malicious and typically persistent. If we notice excessive Customer connections, including but not limited to Wi-Fi connections, that are harmful or are commonly used to disrupt the normal use of the CENTRAL LINK BROADBAND Network or use by other Subscribers, we will attempt to notify the Customer to work collaboratively to remedy the issue to the extent possible; however, we reserve the right as a reasonable security practice, without advance notice, to block any Customer traffic, ports, protocols, devices, or applications (such as peer-to-peer applications that may carry malicious software or are known to be problematic) that we determine, in our sole and reasonable discretion, may cause harm to the CENTRAL LINK BROADBAND Network or to other Subscribers, or may expose us to potential legal liability.

II. PERFORMANCE CHARACTERISTICS AND COMMERCIAL TERMS

Specific Service fees and rates for an individual Customer is set forth in the Subscriber's COS. Various information is also publicized on the CENTRAL LINK BROADBAND Website www.centrallink.com

A. Service Description and Pricing: Links to a current description of the categories of Internet access service offered to residential and business Subscribers are available here, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications:

Latency, as used here, is the time that a data packet takes to travel from one point to another on the Internet, expressed in terms of round-trip time. The expected and actual round-trip latency—expressed in milliseconds (“ms”)—of the CENTRAL LINK BROADBAND Network is less than 99ms for all speed tiers.

We may update our speed and latency estimates at any time. If we do, our posted estimates control. CENTRAL LINK BROADBAND may advertise speeds and latency up to maximum speeds expected to be achieved through the device over our network. Several factors—including capacity constraints, network availability, environmental conditions, and your computer or device—may impact the actual speed and latency that you experience at any given time.

RESIDENTIAL

1. **Basic residential service plan --- \$62.31 tax included --**
2. **Business plans agreements vary ---**

B. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): We do not offer data-related Specialized Services to Subscribers that will affect the last-mile capacity available for, and the performance of, our broadband Internet access Service offering. However, there may be a temporary slowing of Internet speed when using any of CENTRAL LINK BROADBAND's broadband (multiple users) services at the same time.

C. Various Fees: We will assess the following fees for our Services, where applicable. Please see our Service Agreements for pricing details.

1. **i. Installation Fee**
 1. **a. Residential 2-year agreement \$199**
 2. **b. Business 2-year agreement \$199**

2. **ii.** Late Payment Fee: after 15 days past due date; lesser of \$5.00 or the maximum amount permitted by applicable law.
3. **iii.** Early Termination Fee: \$400.00 or the remainder of contracted monthly plan selected by Subscriber (the lesser of the two).
4. **iv.** Reconnection Fee for Terminated Service Due to Non-Payment: Subscriber agrees to pay a reactivation fee of \$50 In addition, Subscriber must bring Subscriber's account up to date by making payment in full of any outstanding balance, fees, and charges along with first-month service subscription fee.
5. **v.** Equipment Re-Installation Fee: \$70
6. **vi.** ACH/Insufficient Funds Fee: \$25

D. Fees for Additional Services: A current description of the fees for additional network-related services can be found below:

1. **i.** Service call: \$70 (Non-Central Link Broadband caused issue)
2. **ii.** Move Service Fee: \$70

E. Network Speeds: The CENTRAL LINK BROADBAND Network is designed to help ensure that every Customer receives the speeds to which they have subscribed for standard service. CENTRAL LINK BROADBAND, however, cannot guarantee speeds at all times, as there are many factors and conditions beyond CENTRAL LINK BROADBAND's control that can affect Internet performance. Some of these external factors and conditions are:

1. **i.** Performance of Subscriber computer and/or router
2. **ii.** Type of connection to the Subscriber's own equipment (i.e., Wi-Fi)
3. **iii.** Congestion of websites and services on Internet
4. **iv.** Website or service limiting speeds on the Internet
5. **v.** Internet and equipment performance outside of the CENTRAL LINK BROADBAND Network

The CENTRAL LINK BROADBAND Services are advertised as "up to" certain speeds reflecting performance under ideal conditions. Without purchasing an expensive "dedicated" Internet connection, no Internet Service Provider can guarantee package speeds at all times.

III. FCC REQUIREMENTS AND COMPLAINT PROCESS

The Federal Communications Commission (“FCC”) has adopted rules to preserve the Internet as an open platform (“Rules”). Information regarding these Rules is available on the FCC’s website at: [FCC Restoring Internet Freedom](#).

If a Customer believes that we are not in compliance with the FCC’s rules, the Customer may file an informal complaint with the FCC. The FCC urges Subscribers to submit any complaints via its website at the following address: [FCC Consumer Complaints](#).

IV. ADDITIONAL DISCLAIMERS

This Open Internet Transparency Statement does not affect, alter or otherwise supersede the legal status of cooperative efforts by CENTRAL LINK BROADBAND that are designed to curtail copyright or trademark infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of the company, rights holders, our Subscribers and other end users. Furthermore, this Open Internet Transparency Statement does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content.

Central Link Broadband Internet Services Include:

- *Unlimited Internet- **Never Throttled***
- *No Data Caps- **Unlimited Plan***
- *No Hidden Monthly Fees*

Prices

Basic service- (email, web viewing, watch streaming video) 10 Mbps / 4 Mbps \$59.95 plus tax

Business plans– depends on service agreement.

Router rental is \$1.00 plus tax monthly