

**ECFiber**  
**Open Internet Policy**  
September 1, 2021

East Central Vermont Telecommunications District dba ECFiber (“ECFiber”, “we,” “our,” or “us”) is committed to an open Internet and supports the following Net Neutrality 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 Customers to access lawful content
- Freedom of Customers to use non-harmful applications of their choice
- Freedom of Customers to attach non-harmful personal device

This Open Internet Policy sets forth certain information regarding the policies and practices of ECFiber and how we manage our network for broadband internet access service (the “ECFiber Network”). This Open Internet Policy is a supplement to and is incorporated by reference in our [ECFiber Subscriber Agreement and Terms of Service] (“Service Agreement”) (available at: <https://www.ecfiber.net/policies/subscriber> and in the event of any inconsistency between this Open Internet Policy and the Service Agreement, this Open Internet Policy shall control.

**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 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 ECFiber.
- D. Paid Prioritization: We do not directly or indirectly favor some traffic over other traffic,

including through 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 Customers experience as high quality a service under varying usage periods. Our typical frequency of congestion is estimated at 4%. Customers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the COS. If a Customer exceeds his/her/its selected high-speed allotment during a service cycle, we may reduce the Customer’s data speed for the remainder of that service cycle. We do not impose any additional usage limits for the Service. In a manner consistent with our Service Agreement and Privacy Policy, 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 ECFiber Network. To help manage traffic on the ECFiber Network, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by account level. In addition, we may prioritize certain applications, such as public safety and voice, over other traffic types.
- i. We may also use specific traffic shaping software in order to provision customer internet plan. .
  - ii. If we determine, in our sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers or the ECFiber Network, we reserve the right to apply additional congestion management techniques.
- F. Application-Specific Behavior: Subject to the qualification that ECFiber may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, ECFiber 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 ECFiber Network to potential legal liability, harm the ECFiber Network or otherwise interfere with or impair the experience of other Customers on the ECFiber Network
- G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the ECFiber Network. ECFiber does not limit the types of devices that can be connected to the ECFiber Network, provided they are used for lawful purposes and do not harm the ECFiber Network, violate our Service Agreement, or harm other users of the Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the ECFiber Network negatively impacts other users or the ECFiber Network, or may expose us to potential legal liability, we reserve the right to limit or restrict Customers’ ability to connect such type of device to the ECFiber Network. If you need technical support services to assist you in the installation and configuration of third-party devices, please contact us at [Support@ECFiber.net](mailto:Support@ECFiber.net) or visit <https://www.ecfiber.net/internet-issue-support-form/>.

Depending on your level of Service and your COS, there may be an additional monthly fee for IT support services.

- H. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the ECFiber Network. We monitor the ECFiber Network for security threats and may prohibit certain activity on the ECFiber Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the ECFiber Network or to other Customers. 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 ECFiber Network or use by other Customers, 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 ECFiber Network or to other Customers, 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 Customer's Confirmation of Sale ("COS"). Various information is also publicized on the ECFiber Website.

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

**RESIDENTIAL** - details available at <https://www.ecfiber.net/pricing>

- i. Basic Internet
- ii. Standard Internet
- iii. Ultra Internet
- iv. Wicked Internet

**BUSINESS** - details available at <https://www.ecfiber.net/pricing/>

- i. Basic Business Internet
- ii. Standard Business Internet
- iii. Ultra Business Internet
- iv. Wicked Business Internet

- B. Impact of Non-Broadband Internet Access Service Data Services (also known as “Specialized Services”): We do not offer data-related Specialized Services to Customers 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 ECFiber’s broadband and VoIP services at the same time.
- C. Various Fees. We will assess the following fees for our Service, where applicable. Please see our Service Agreements for pricing details.
- i. Residential Installation Fee:\$99.00
  - ii. Business Installation Fee: \$150.00
  - iii. Equipment Rental/Lease Fee: \$8.00
  - iv. Reconnection Fee for Terminated Service Due to Non-Payment: \$35.00
  - v. Assisted credit card fee: \$4.00
  - vi. US Postal/Paper Bill Fee: \$1.00
- D. Fees for Additional Services: A current description of the fees for additional network-related services can be found at the links below:
- i. Custom on-premises technical support call: Labor @ \$75/hour plus materials
- E. Network Speeds: ECFiber offers a standard range of symmetrical download/upload speeds to residential and business Subscribers varying from 25 Mbps to 800 Mbps. . The ECFiber Network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed, ECFiber, however, cannot guarantee speeds at all times, as there are many factors and conditions beyond ECFiber’s control that can affect Internet performance. Some of these external factors and conditions are:
- ii. Performance of Subscriber computer and/or router
  - iii. Type of connection to Subscriber’s own equipment (i.e., Wi-Fi)
  - iv. Congestion of websites and services on Internet
  - v. Website or service limiting speeds on the Internet
  - vi. Internet and equipment performance outside of the ECFiber Network

The ECFiber Services speeds reflect performance under ideal conditions. Without purchasing an expensive “dedicated” Internet connection, no Internet Service Provider can guarantee package speeds at all times.

- F. Acceptable Use: As set forth in the Service Agreements, all of ECFiber’s service offerings are subject to the Acceptable Use Policy (“AUP”) section of the Service Agreements, which we may from time to time establish or revise. The AUP is available here: <https://www.ecfiber.net/policies/>

G. Privacy Policy: ECFiber's current Privacy Policy is available here: <https://www.ecfiber.net/policies/>

H. Redress Options: ECFiber endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at 802-763-2262 or [Complaints@ecfiber.net](mailto:Complaints@ecfiber.net) or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is 415 Waterman Rd Royalton, VT 05061, ATTN Customer Support Manager

I. Disputes and Arbitration: The Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customers in the event of a dispute.

### **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: <https://www.fcc.gov/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 Customers to submit any complaints via its website at the following address: <https://consumercomplaints.fcc.gov/hc/en-us>.

### **IV. ADDITIONAL DISCLAIMERS**

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by ECFiber 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 Customers and other end users. Furthermore, this Open Internet Policy does not prohibit us from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content. For additional information, please review the Service Agreement and Privacy Policy.

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