

# FTC'S BROADBAND INTERNET ACCESS SERVICE DISCLOSURES

The following Broadband Internet Access Service ("BIAS") disclosures have been implemented by Farmers Telecommunications Cooperative, Inc., and its wholly owned operating subsidiaries, including Farmers Telecommunications Corporation (collectively referred to herein as FTC).

Pursuant to the terms and conditions of FTC's Service Application, Price List, and Policies, including the Acceptable Use Policy, FTC provides telecommunications, information and other services to its customers through Farmers Telecommunications Cooperative, Inc. and those of its subsidiaries, affiliates and any other person or entity doing business as FTC. FTC offers Digital Subscriber Line (DSL), DS1, Digital Data, Wireless Broadband, and Fiber services for Internet access via its own network facilities. Each of FTC's Policies governing service conditions may be found on the FTC website at: <http://farmerstel.com/legal>.

At FTC, our goal is to meet the needs and exceed the expectations of our Members and/or Customers. We are always striving to develop programs and policies that help make that possible. Herein, please find FTC's BIAS Disclosures, which include links to the referenced standalone policies found on our website.

## I. Network Management Practices

### **A. Congestion Management**

1. General. In order to offer consumers affordable broadband service, broadband providers typically make their services available over "shared" rather than "dedicated" networks. While shared networks typically cost less to build and operate, they are also more prone to congestion. Some consumer broadband services, like cable modem and mobile wireless service, are shared all the way from the consumer to the Internet, while other services, like DSL, or Fiber to the Premise, are only partially shared because they offer a dedicated link over the "last mile" to the consumer. With any shared network, some limitations on the uses individual subscribers make of their service are inherently necessary to ensure that all customers collectively receive an acceptable level of service. Absent such limitations, excessive or inappropriate usage by a minority of users can negatively affect the Internet experience of all users.

2. Reasonable Network Management. FTC's network is designed to provide its customers with highly reliable Internet access and data transmission services via a variety of transmission mediums that are monitored around the clock. Additionally, FTC has built an advanced broadband network that provides most customers with a high-speed fiber-to-the-home connection capable of delivering voice, data, video, and other high bandwidth services. FTC uses various tools and techniques to manage its network and deliver its services. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include:

- a. identifying spam and preventing its delivery to customer e-mail accounts,
- b. detecting and diverting malicious Internet traffic,
- c. preventing the distribution of viruses or other harmful code or content, and
- d. using other tools and techniques that FTC may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

In some instances, FTC's reasonable network management may result in a very small number of customers experiencing longer download or upload times or slower surf speeds on the FTC network during periods of congestion.

## **B. Specific Applications Device Attachments**

1. No Application-Specific Behaviors. Except as may be provided elsewhere herein, FTC does not currently engage in any application-specific behaviors nor does it employ device attachment rules for its network. Customers may use any lawful applications or devices with FTC.
2. Connectivity. FTC customers' personal computers ("PCs") will have high-speed Internet access when connected via Ethernet to the FTC modem at the account residence. You may connect your PC directly to your modem with an Ethernet cable, or you can connect any Wi-Fi enabled device to your modem wirelessly (using current standards). Wired Connections generally perform more reliably when evaluating speed and latency of your network connection. You are responsible for maintaining up-to-date anti-virus software on your PC.

## C. Security Measures

1. Monitoring. FTC regularly monitors the technical performance of its network to provide a secure, high-quality broadband experience, and it will act to minimize the impact of threats to the security of the network -including threats posed by viruses , worms , spyware, spam, and Denial of Service (DoS) attacks - that could lead to congestion and degraded performance. None of the security measures intended to prevent the spread of viruses, malware, spam or other threats to consumers should prevent you from running a mail server or web server (subject to the terms of FTC's [Acceptable Use Policy](#)) using the broadband connection; however, FTC is not required to disclose internal network security measures, such as routing security practices, that do not directly bear on a consumer's choices regarding Internet access or services.
2. Customer Responsibility. You are solely responsible for the security of any device you choose to connect when using FTC's services, including any data stored on that device. You assume any and all risks relating to the security of your communications, data and network and its potential access by others, including, but not limited to, the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You must take reasonable measures to protect the security of any such connected equipment, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computers from malicious programs. In the event of a malicious program infecting your computer that causes a violation of FTC's Acceptable Use Policy, as found at <http://farmerstel.com/legal>, FTC may suspend your service until the problem is resolved; however, you will remain fully liable for all applicable monthly fees and charges during any period of suspension.

## II. Service Descriptions and Performance Characteristics

### A. Service Description and Pricing

Please refer to the following links for Service Descriptions and pricing for the Broadband services:

1. [High Speed Broadband](#)
2. [Exede Satellite Internet](#)
3. [Wireless Internet](#)
4. [Web Hosting](#)

## B. Supported Speeds

FTC makes every effort to support advertised speeds and will dispatch repair technicians to customer sites to perform speed tests as needed to troubleshoot and resolve speed and application performance caused by FTC's network. FTC measures availability, latency, and aggregate utilization on the network and strives to meet internal service level targets.

## C. Speed Tests

Customer initiated speed tests should be performed at <http://speedtest.farmerstel.com>. This link provides for reliable testing of the network provided by FTC. Other speed tests will invariably traverse network facilities not owned or controlled by FTC and the results thereof cannot be verified by FTC.

## D. Effects on Speed

The bandwidth speed at which a particular distant website or other Internet resources may be downloaded, or the speed at which customer information may be uploaded to a distant website or Internet location is affected by factors beyond FTC's control, including the speed of the connection from a distant web server to the Internet, congestion on intermediate networks, and/or limitations on the customer's own computer equipment. In addition, a customer's service performance may be affected by the inside wiring at that customer's premise. Accordingly, the customer must consider the capabilities of their own equipment when choosing a FTC broadband service. The customer computers and/or wireless or other networks in their own homes or offices may need an upgrade in order to take full advantage of the chosen FTC broadband plan.

## E. Speeds Generally Consistent with Advertisements

Based on the network information FTC receives from its monitoring efforts, FTC's network is delivering data transmission rates generally consistent with those advertised for the different high-speed Internet services. FTC reports the results of this testing below. This result applies to both upload and download data rates:

### Internet Access over Fiber to the Home

Advertised	Direction	Actual Average	Percentage Differential
*100Mbps	Download	95	-5

*100Mbps	Upload	95	-5
*1000Mbps	Download	850	-15
*1000Mbps	Upload	875	-12.5

### Internet Access over ADSL

Advertised	Direction	Actual Average	Percentage Differential
**10 Mbps	Download	8.84 Mbps	-11.6%
**1 Mbps	Upload	.87 Mbps	-13.0%
**6 Mbps	Download	5.83 Mbps	-2.8%
**1 Mbps	Upload	.86 Mbps	-14.0%
**1.5 Mbps	Download	1.53 Mbps	2.0%
** 1 Mbps	Upload	.70 Mbps	-30.0%

### Internet Access over Fixed Wireless

Advertised	Direction	Actual Average	Percentage Differential
***2Mbps	Download	1.77Mbps	-11.5%
***512Kbps	Upload	361Kbps	-29.49%
***5Mbps	Download	5.2Mbps	4.0%
***1Mbps	Upload	1.4Mbps	40.0%
***10Mbps	Download	11Mbps	10.0%
***2Mbps	Upload	2Mbps	0

### Internet Access over Exede Satellite

Advertised	Direction	Actual Average	Percentage Differential
*12Mbps	Download	12Mbps	0
*2Mbps	Upload	1.85Mbps	-7.5%

\* These tests were performed over a wired Ethernet connection to the residential gateway or, in the case of a business service, the customer's router. It should be noted that bandwidth over a wireless LAN connection at the premise, will be limited to the capability and quality of that wireless connection and results may be affected by factors such as distance from the access point, construction materials of walls and floors, as well as interference at the location.

\*\* Bandwidth over ADSL is limited by distance so that on longer copper loops it is predictable that speeds will be lower. The service may even become unstable while configured for a 10Mbps connection profile on a very long loop. To achieve stability FTC may lower the connection profile with the goal of providing the best possible speed with the best possible stability.

\*\*\* These tests were performed over the air from the wireless management platform to the access point at the premise which indicates the expected speed at the Ethernet port on the access point. It should be noted that bandwidth over a wireless LAN connection at the premise, will be limited to the capability and quality of that wireless connection and results will be affected by factors such as distance from the access point, type of building material of walls and floors as well as interference at the location.

## **F. Latency**

The FTC system is engineered to help offset the impact of latency, which is the delay caused by sending signals from a customer's PC to the various points on the public Internet. Latency is typically defined in milliseconds. FTC's most recent analysis of network latency between a typical customer's PC and FTC's core routing facilities indicates average latency of approximately 1 millisecond. FTC strives to keep this particular measurement at less than 4 milliseconds. Various measurements of latency between a customer's PC and other points on the public Internet (E.g. A popular website) may vary substantially because of congestion or other network conditions over which FTC has no control.

## **III. Commercial Terms**

### **A. Full Disclosures**

FTC provides full disclosure of its Broadband Services pricing and terms of service through the following documents which may be viewed at <http://farmerstel.com/legal>.

1. [FTC Price List](#)
2. [Privacy Policy](#)
3. [Acceptable Use Policy](#)

## **B. Cancellation of Termination Fees**

1. Cancellation. You may you cancel your order for FTC services before the first of the ordered services is installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether you are actually using such service or have connected it to any equipment inside your premises. If you cancel your order after installation, you will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned equipment and any termination fees.
2. Termination. Any termination notice may be by telephone or in person during normal business hours or by email and must be acknowledged in writing. Termination of service after installation shall be effective upon five business days' notice. Should the service, or any portion, be terminated or suspended, all amounts owed for prior service will become immediately due and payable, in addition to any termination fees, and all of FTC's equipment relating to such service must be returned immediately. The termination fee imposed will be equal to the greater of the minimum fixed charges due for the remainder of the agreement term or the amount of the installation charges originally waived as part of the agreement. If you seek to restore your service after termination, you will also be subject to the terms of a new agreement, which may include payment of a new installation charge, and payment of any additional charges associated with installation or reconnection of your service. You may increase or decrease bandwidth prior to the end of the contract term for a fee, plus any applicable installation fees. All such fees may be found in the FTC Price List. Relocation of service will also require a new agreement and application of any charges associated with installation or reconnection of service.
3. Return of Equipment. FTC equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and upon termination, the customer is responsible to pay a fee for each modem not returned to FTC. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company, as specified in the FTC Price List. FTC may automatically add charges for payment of the equipment not returned and draft any credit card or checking account that the customer has left on file for payment. The failure to return any equipment at the termination of the service for which the equipment was required will also result in FTC withholding any deposit still in its possession, and the amount of that deposit will be credited towards the purchase price of the equipment. FTC retains

sole discretion as to whether to allow service to be reconnected after termination due to a breach or violation of the customer service agreement.

4. Other Terms. Customers will not, however, be responsible for any termination fees in the event of cancellation of service by FTC unrelated to a breach or cancellation of the service agreement on the customer's part or the customer's termination of service due to a price or term modification that has the effect of increasing the cost of the service to the customer (other than a tax increase) or materially changing the service. The customer remains liable for all other accrued , but unbilled charges through the termination date (including any charges paid in advance) and the reasonable costs of any action FTC may take to collect amounts not paid when due, including, but not limited to, the costs of a collection agency , reasonable attorney's fees and court costs.

### **C. Privacy Policy**

FTC is subject to numerous requirements concerning how it collects and uses customer information and engages in protecting the privacy of its customers across the range of products provided. Specific disclosures, and the requirements to which FTC is subject, appear in various portions of the documents which may be viewed at <http://farmerstel.com/legal>, including without limitation, the respective Tariff and Price List. Certain other additional requirements may be found in the Telephone Rules of the Alabama Public Service Commission at [http://www.psc.state.al.us/Administrative/administrative\\_division.htm](http://www.psc.state.al.us/Administrative/administrative_division.htm)

### **D. Acceptable Use Policy**

FTC's [Acceptable Use Policy \("AUP"\)](#) provides a detailed description of acceptable use of its Broadband Service, including prohibited uses, usage restrictions, terms governing email and web-hosting services, redress and governing law, Digital Millennium Copyright Act (DMCA) requirements, and the designated agent to receive DMCA notifications. The AUP may be viewed at [www.farmerstel.com/legal](http://www.farmerstel.com/legal).

### **E. Redress Options- Technical Support and Customer Service**

Customers may contact FTC Technical Support or Customers Service & Support to report technical issues with any FTC service, or to ask general questions, file a complaint, or ask a question by:

1. **24 x 7 Phone\***

- a. 256.638.2144, 866.638.2144. 611 from FTC landline phone
2. **FTC Website Submission Form\*\*** (for anyone accessing the "contact-us" section of FTC's website)
  - a. <http://farmerstel.com/contact-us>
3. **FTC Smart Hub\*\*** (convenient account access system for active FTC customers)
  - a. <https://farmerstel.smarthub.coop/Login.html#login>
4. **Mailing Address**
  - a. P.O. Box 217, Rainsville, AL 35986
  - b. 144 McCurdy Avenue, Rainsville, AL 35986
5. **Business Office Locations** (Hours: 8am-4pm CST, except for regularly scheduled holidays)
  - a. Rainsville, 144 McCurdy Avenue North, Rainsville, AL 35986

\*Customers may speak with a live representative 24/7. FTC will begin working immediately to resolve the issue.

\*\*Upon submission of a comment through our website or Smart Hub, FTC will send a receipt confirmation and will begin work on the following business day to resolve the issue. If Customer is experiencing trouble with any of the FTC services or if it is an urgent matter, please call FTC Technical Support at 256-638-2144 to speak with a live representative.

#### IV. Blocking

FTC is committed to providing high-quality Internet access services and being a responsible member of the Internet Community. With regard to the above-referenced Internet access services, FTC does not block or otherwise impair, lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with FTC's voice or video services.

#### V. Discrimination

FTC does not unreasonably discriminate in transmitting lawful network traffic, including traffic provided by its subsidiaries or affiliates.

## VI. Throttling

FTC does not engage in any practice (other than reasonable network management elsewhere disclosed) that degrades or impairs access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

## VII. Paid Prioritization

FTC does not engage in any practice that directly or indirectly favors 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.

## VIII. Affiliate Prioritization

FTC does not engage in any practice that directly or indirectly favors some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any affiliate.