

Duo County Telecom Net Neutrality Disclosure

General Policy Statement:

The following policies apply to mass market broadband Internet services offered by DUO COUNTY TELECOM. DUO COUNTY TELECOM also offers enterprise level services that can be individually tailored to customer needs. Information on enterprise services can be obtained by contacting customer service at 270-343-3131. It is DUO COUNTY TELECOM's policy to provide robust and reliable access to the Internet for all of its residential and commercial mass market end user customers. Because network resources may be shared by all users, DUO COUNTY TELECOM has implemented the following policies to govern mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. DUO COUNTY TELECOM does not block access to, nor discriminate against, any lawful website or Internet application and, with respect to fixed Internet access services, supports the ability of users to select and attach the equipment of their choice to the network so long as that equipment: (i) is used for a lawful purpose consistent with DUO COUNTY TELECOM's Acceptable Use Policy; and (ii) does not harm the network or degrade network performance for other users. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Agreement. By using DUO COUNTY TELECOM's Internet service, the customer accepts, agrees to be bound by and to strictly adhere to, these policies. The customer also agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer's service accounts or equipment to access the network for any purpose, with or without the permission of the customer.

Acceptable Use Policy:

1. General Policy. DUO COUNTY TELECOM reserves the sole discretion to deny or restrict your service, or immediately to suspend or terminate your service, if the use of your service by you or anyone using it, in our sole discretion, violates the Service Agreement or other DUO COUNTY TELECOM policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the DUO COUNTY TELECOM network by DUO COUNTY TELECOM or other users, or violates the terms of this Acceptable Use Policy ("AUP").

2. Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of DUO COUNTY TELECOM or any other entity, or to penetrate the security measures of DUO COUNTY TELECOM or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate DUO COUNTY TELECOM's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the DUO COUNTY TELECOM network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the service to violate any rule, policy or guideline of DUO COUNTY TELECOM; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l)

download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. Copyright Infringement/Repeat Infringer Policy. DUO COUNTY TELECOM respects the intellectual property rights of third parties. Accordingly, you may not store any material or use DUO COUNTY TELECOM's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of DUO COUNTY TELECOM to suspend or terminate, in appropriate circumstances, the service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, DUO COUNTY TELECOM expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if DUO COUNTY TELECOM, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights DUO COUNTY TELECOM may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the service in a manner that is not authorized by the copyright owner, its agent or the law, you may contact our Designated Agent as follows:

Daryl L. Hammond, VP/CFO, Duo County Telecom
2150 North Main Street, P. O. Box 80, Jamestown, KY 42629
DMCA@duotel.com

4. DUO COUNTY TELECOM may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of the Service Agreement and AUP. You acknowledge that DUO COUNTY TELECOM shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the service, including but not limited to content that violates the law or this Agreement.

Performance disclosure:

DUO COUNTY TELECOM provides residential and commercial mass market customers with a choice of data plans to meet their needs. DUO COUNTY TELECOM also provides enterprise level services that are custom tailored to a specific project and individually priced based on the needs and criteria established by the Enterprise customer. DUO COUNTY TELECOM offers the following mass market services and typical speed ranges. These speeds were calculated based upon internal testing.

Service	Download (Mbps)	Upload (Mbps)	Latency (ms)
Fiber 4	4	1	20
Fiber 12	12	1	20
Fiber 50	50	5	20
Fiber 100	100	10	20
DSL 4	4	1	20
DSL 8	8	1	20
DSL 12	12	1	20
Cable 4	4	1	20
Cable 12	12	1	20
Cable 50	50	5	20
Cable 100	100	10	20

While DUO COUNTY TELECOM provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe, Internet speeds generally result from a “best effort” service and are dependent on a number of variables, many of which are outside the control of an Internet Service Provider. Such variables include: the age and processing capability of the user’s terminal device or computer; the number of applications running simultaneously; the presence of viruses or malware; whether the terminal equipment is connected to the network by wire or by wireless; the distance the data packets must travel between the user and the website; the presence of congestion on and technical configuration of any intervening networks; any gating or congestion management schemes employed by websites to limit download or upload speeds in cases where multiple users are served simultaneously. DUO COUNTY TELECOM does not guarantee that a customer will achieve the speeds set forth above at all times. Rather, the foregoing data speeds represent the best information available to DUO COUNTY TELECOM of the typical speeds a customer can expect to experience under normal operating conditions.

Speed tests that allow customers to test the upload, download and latency performance of their broadband data services are available free of charge from a number sources. Generally, these tests are influenced by the same variables that affect Internet speed set forth above. Accordingly, the speed results would not be expected to match a test of DUO COUNTY TELECOM’s network conducted under laboratory conditions. Please note, however, that all speed tests use different methodologies to calculate Internet connection speed so each of the tests would be expected to yield different results. Accordingly, each of these tests should be viewed as a helpful guide rather than as a definitive measurement of performance. The following are two sites affiliated with DUO COUNTY TELECOM that provide speed testing:

etspeedtest.blue.net
bgspeedtest.blue.net

Policies Related to Network Management:

DUO COUNTY TELECOM utilizes a fully redundant network architecture that is designed to provide users with true broadband speeds and reliability even during times of peak demand. The network has been constructed to meet projected traffic demands and is fully scalable to allow for capacity to be added to meet customer needs and to support newly developing and increasingly sophisticated applications well into the future.

DUO COUNTY TELECOM employs a protocol agnostic congestion management policy that does not discriminate against particular applications. Users remain free to access the websites of their choice and run the applications of their choice consistent with the AUP

Prioritization of packets can be used for other purposes as well, such as to ensure the reliability of applications that demand real time or near real time communications such as public safety communications and, in the context of mobile data services, E-911 communications. Generally, provisioned data speeds for DUO COUNTY TELECOM’s mass market services are sufficient to support such applications as Voice over IP (VoIP), gaming, web surfing, or most streaming video. However, because DUO COUNTY TELECOM’s residential, mass market broadband service generally does not prioritize such traffic, it is possible that certain applications requiring real time communications may perform at less than optimal levels, especially during periods of peak network demand.

Device attachment/app policy:

DUO COUNTY TELECOM provides fixed broadband services.

With respect to fixed broadband services, users may generally attach the devices of their choice and run the applications of their choice, subject to the limitations of their data plan and the terms of their service agreement and AUP. While many devices such as routers, Bluetooth and WiFi cards, laptops, notebooks and tablets are readily available from third

party sources, such as consumer electronics retailers, other devices, such as DSL modems, proprietary network gateways, and WiMax base stations must be provided by or leased from DUO COUNTY TELECOM. Users are advised to contact DUO COUNTY TELECOM’s technical support at 270-343-3131 before purchasing any third party equipment to ensure compatibility with the network. DUO COUNTY TELECOM is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third party, and the customer remains fully responsible for ensuring that any such equipment does not cause any harm to the network or degrade the service of other users.

All users are fully responsible for securing their equipment, including wireless routers, to prevent unauthorized access to the network by third parties and will be held fully responsible for the actions of such third parties that gain unauthorized access to the network through unsecured end user equipment.

Policies Related to Pricing:

Pricing for broadband service plans are available at:
<http://web.duo-county.com/index.php/business-services/rate-packages>

Privacy Policy Related to Network Management Practices:

If you subscribe to DUO COUNTY TELECOM Internet access services, we may automatically measure and monitor network performance and the performance of your Internet connection to improve your, or our, overall service levels. If you contact us for service support, we also may access information about your computer, wireless device or other device settings to provide customized technical support or to install specific applications or services that you use or that are necessary to the applications or services you use.

DUO COUNTY TELECOM will not gather information from your use of our Internet access services to direct customized advertising specifically to you based on your visits over time and across different non-DUO COUNTY TELECOM websites, unless we first provide you with notice of our plan and obtain your affirmative consent.

Please note that DUO COUNTY TELECOM is not responsible for information, content, applications or services provided by others. Before you access, use, link to or download a service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. Personal information you submit in those contexts may be read, collected or used by the service or application provider and others associated with these forums in a manner different from that described here.

Information Provided to Us by Third Parties

When you purchase products or apply for service with us, we may obtain credit information about you from outside credit reporting agencies to help us with customer authentication and credit-related decisions. This information is handled in a confidential manner at all times and is not made available to outside parties.

duocounty.com

Russell 270-343-3131

Adair 270-378-4141

Cumberland 270-433-2121

