



**Fallsnet**  
**Open Internet Transparency Policy**  
Effective as of January 2023

Northern Network Concepts / Fallsnet (“Fallsnet”) (“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 devices

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

Fallsnet’s broadband access service is a fixed wireless service (“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 Customer’s premises and the transmission point, as well as the Customer’s connection of multiple devices to the Fallsnet Network. Although we have engineered the Fallsnet 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 customers at times and places of competing network demands can affect the performance of all Customers.

**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 Fallsnet.
- 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 less than 1 percent. In a manner consistent with our Terms of 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 Fallsnet Network. To help manage traffic on the Fallsnet 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 ensure high quality of experience.
  - ii. We may also conduct deep packet inspection (“DPI”), which is a type of filtering that will examine the data and/or header part of Internet traffic for viruses, spam, intrusions, or protocol non-compliance that may harm the Fallsnet Network; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Terms of Service Agreement. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
  - iii. 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 Fallsnet Network, we reserve the right to apply additional congestion management techniques.
- F. Application-Specific Behavior: Subject to the qualification that Fallsnet may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Fallsnet 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 Fallsnet Network to potential legal liability, harm the Fallsnet Network or otherwise interfere with or impair the experience of other Customers on the Fallsnet Network. The Fallsnet Network may also not support certain peer-to-peer applications that carry unlawful or harmful content/software.



- G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the Fallsnet Network. Fallsnet does not limit the types of devices that can be connected to the Fallsnet Network, provided they are used for lawful purposes and do not harm the Fallsnet Network, violate our Terms of 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 Fallsnet Network negatively impacts other users or the Fallsnet 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 Fallsnet Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit <https://www.fallsnet.com/Contact>. Depending on your level of Service, 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 Fallsnet Network. We monitor the Fallsnet Network for security threats and may prohibit certain activity on the Fallsnet Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the Fallsnet 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 Fallsnet 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 Fallsnet 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 publicized on the Fallsnet 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 / BUSINESS**

- i. TerraWave Internet Service, details available at:  
<https://www.fallsnet.com/Internet/TerraWave>



- ii. Fallsnet Wireless Internet Service, details available at: <https://www.fallsnet.com/Internet/Wireless>
    - iii. Wireless Broadband Internet Service, details available at: <https://www.fallsnet.com/Internet/Broadband>
  - 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 Fallsnet’s broadband services at the same time.
  - C. Various Fees. We will assess fees for our Services, where applicable. Please see <https://www.fallsnet.com/Info/Fees> for pricing details.
  - D. Fees for Additional Services: A current description of the fees for additional network-related services (Email service, Web Hosting, Static IP, etc.) can be found at <https://www.fallsnet.com/Info/Fees>.
  - E. Network Speeds: Fallsnet offers a standard range of download speeds to residential and business subscribers varying from 10 Mbps to 100 Mbps for Fallsnet Wireless Internet, 200 Mbps to 950 Mbps for TerraWave Internet, and 200 Mbps to 600 Mbps for Wireless Broadband. The Fallsnet Network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed. Fallsnet however cannot guarantee speeds at all times, as there are many factors and conditions beyond Fallsnet’s control that can affect Internet performance. Some of these external factors and conditions are:
    - i. Performance of Subscriber computer and/or router
    - ii. Type of connection to Subscriber’s own equipment (i.e., Wi-Fi)
    - iii. Congestion of websites and services on Internet
    - iv. Website or service limiting speeds on the Internet
    - v. Internet and equipment performance outside of the Fallsnet Network
- The Fallsnet 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.
- F. Acceptable Use: As set forth in the Terms of Service Agreement, all of Fallsnet’s service offerings are subject to the Acceptable Use Policy (“AUP”) section of the



Terms of Service Agreement, which we may from time to time establish or revise. The AUP is available at: <https://www.fallsnet.com/Info/Policies>.

G. Privacy Policy: Fallsnet's current Privacy Policy is available at: <https://www.fallsnet.com/Info/Policies>.

H. Redress Options: Fallsnet endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at (320) 616-2166, or [complaint@fallsnet.com](mailto:complaint@fallsnet.com), or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is 58 E Broadway, Little Falls, MN 56345.

I. Jurisdiction and Venue: In the unlikely event that Fallsnet and Customer are unable to resolve a dispute after attempting to do so informally, the Terms of Service Agreement requires the use of small claims court 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 Fallsnet 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 Terms of Service Agreement and Privacy Policy.