

## OPEN INTERNET POLICY

Mashell Telecom, Inc. d/b/a Rainier Connect adopts this Open Internet Policy to promote the Internet as an open platform enabling customer choice, freedom of expression, end-user control, competition, and the freedom to innovate without permission.

**No Unreasonable Discrimination:** Rainier Connect does not unreasonably discriminate in transmitting lawful network traffic over a customer's broadband Internet access service, subject to reasonable network management. Reasonable network management practices are set out below.

Rainier Connect does not

- Discriminate among specific uses, or class of uses, of its network.
- Impair, degrade or delay VoIP applications or services that compete with its voice services or those of its affiliates
- Impair, degrade, delay or otherwise inhibit access by customers to lawful content, applications, services or non-harmful devices.
- Impair free expression by actions such as slowing traffic from particular web sites or blogs
- Demand pay-for-priority or similar arrangements that directly or indirectly favor some traffic over other traffic
- Prioritize its own application, services or devices or those of its affiliates
- Discriminate among Internet providers or edge-service providers. However, in order to make voice service available over cable modem or other broadband services, voice traffic is favored over Internet traffic

**No Blocking:** Rainier Connect does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management as defined below and in its Acceptable Use Policy (AUP) at [www.rainierconnect.com](http://www.rainierconnect.com). Network management practices are set forth below.

**Use of Network:** In no case will Rainier Connect discriminate among customers on the basis of the type of content, applications, services or devices which the customer uses.

## NETWORK MANAGEMENT PRACTICES

General: Rainier Connect manages its network to provide an enjoyable and useful service to its customers. Rainier Connect uses a variety of measures it deems appropriate to protect its network and customer information. However, Rainier Connect cannot guarantee that it can prevent spam, viruses, security attacks, network congestion and other actions which can affect service, but does use various filters, monitoring efforts and other measures to minimize the effects of spam, viruses, security attacks, network congestion and other actions which can affect the service provided to customers.

Congestion: It may be possible that congestion events could occur in the future, particularly as may be related to the service capacity from third parties used by Rainier Connect to provide the customer with access to the world or sudden changes in customer usage patterns due to newly introduced, popular services that may be made available by third party providers. Such service capacity is outside the control of Rainier Connect.

Where feasible, Rainier Connect will address congestion issues through improvements to its network or the capacity purchased from other providers needed to connect to the outside world. Such processes take time to implement and may not be feasible in all situations. Therefore, Rainier Connect reserves the right to monitor and identify which customer accounts are using the greatest amount of bandwidth during periods of heavy congestion and to work to provide solutions to address those issues. If a preferred solution cannot be worked out with the customer or customers, Rainier Connect reserves the right to manage the Internet traffic of high volume customers during periods of significant congestion. This means that the affected customers will still be able to access the Internet and engage in activities that they desire, but during certain periods of time they may experience conditions such as longer times to download or upload files, slower access and slower movements during online game playing. It is expected that any periods of traffic management due to congestion will be brief and infrequent.

## APPLICATIONS AND DEVICES

Applications: Customers may use any lawful and commercially available application which they desire. Rainier Connect does not normally monitor the contents of the traffic or applications of the customers and undertakes no obligation to monitor or investigate the lawfulness of any specific application used by a customer.

Rainier Connect will take steps regarding an application-specific behavior by a customer if there is a reasonable belief that the application will cause harm to Rainier Connect's network or is unlawful, including, but not limited to, violating intellectual property rights.

Devices: A customer may use any lawful, compatible type-accepted and commercially available device which they desire on the network provided by Rainier Connect, as long as such device does not harm the network and is not unlawful.

## SECURITY

Security: While we may provide some filters, Rainier Connect undertakes no obligation to monitor or protect customer traffic from spam, viruses, denial of service attacks or other malicious, unlawful or unwarranted activities nor do we guarantee the filters we provide will be effective. Rainier Connect does not guarantee that it can protect customers from any or all security breaches. The customer is using this service at its own risk. Customers are cautioned to purchase their own spam filtering, ransomware and antivirus software from commercial vendors to meet their needs. However, a customer that is subject to spam, virus, denial of service attack or similar malicious, unlawful or unwarranted activities is urged to contact Rainier Connect as soon as possible. Rainier Connect will work with the customer on how the customer can take appropriate and economically reasonable efforts to address the matter.

## TERMS AND CONDITIONS FOR USE

Other Matters: Other terms and conditions for use are found in Rainier Connect's Acceptable Use Policy (AUP) at [www.rainierconnect.com](http://www.rainierconnect.com), click Residential Services tab, click Internet tab, click Internet Acceptable Use Policy at bottom of page. For business services, follow a parallel path. The more specific provisions of the AUP control in case of a conflict with this Policy.

## PERFORMANCE CHARACTERISTICS

The pricing and other terms and conditions for the service provided by Rainier Connect can be found at [www.rainierconnect.com](http://www.rainierconnect.com), click Residential Services tab, click Internet tab. For business services, follow a similar path. The service provided is a service consisting of fiber optic and copper digital facilities. The service packages vary by location. Please check the packages available at a location by clicking on the appropriate tab. As a general matter, expected speeds vary from 20Mbps to 1Gbps download speed and 20Mbps to 1Gbps upload speeds on the fiber portion of the network, 12 Mbps to 250 Mbps download speed and 2 Mbps to 20 Mbps upload speeds on the cable portion of the network, and 6 Mbps to 12 Mbps download speed and 768 Kbps to 1 Mbps upload speed on the DSL portion of the network. Actual speeds vary, depending on the actual lengths of the respective fiber trunks and copper lines as well as trunk utilization and other factors.

Where available, broadband service is also provided via cable modem service using fiber optic and coaxial cables. Service on cable modems will range from 512 Kb per second to 15,000 Kbps (15 Mbps), depending on distance from Rainier Connect core facilities and other factors.

Latency is not a significant issue with any of the packages offered by Rainier Connect. However, actual access speeds and delay times or latency are impacted by the length, capacity and congestion of transport facilities purchased by Rainier Connect from third party providers. Rainier Connect cannot guarantee that it will be able to obtain capacity from these third party providers at commercially reasonable prices if and when additional third party capacity is needed to reach Internet nodes.

Rainier Connect's ability to deliver the speeds set forth above may be affected by significant use of specialized services such as Internet-based video services. This is a growing area and its effect on Rainier Connect's ability to provide service at the speeds listed above are unknown at this time.

Subject to network management considerations, Rainier Connect does not impose data caps.

## PRIVACY

Rainier Connect's privacy policy can be found at [www.rainierconnect.com](http://www.rainierconnect.com), click Residential Services tab, click Internet tab, click Privacy Policy at bottom of page. For business services, follow a similar path. As a general statement, Rainier Connect does not usually engage in inspection of network traffic. Rainier Connect does retain and store certain traffic information for time periods required by federal and state law, including, but not limited to, the identity of the customer using a particular IP address during a specific period of time. Rainier Connect does assist law enforcement and provides traffic information that it may have available to it when requested pursuant to the Communications Assistance for Law Enforcement Act, the Foreign Intelligence Surveillance Act and other applicable national and state security and criminal statutes.

**RAINIER CONNECT DOES NOT COLLECT, STORE OR USE TRAFFIC INFORMATION TO PROFILE ITS CUSTOMERS IN ORDER TO SELL ADDITIONAL SERVICES TO THEM OR FOR NON-NETWORK MANAGEMENT PURPOSES.**

## COMPLAINTS

If a customer has complaints about the service, they are urged to contact Rainier Connect Customer Service at 253-683-4100, 360-623-4553 or 800-832-5725. A customer always has the right to file a complaint with the Federal Communications Commission at [www.fcc.gov](http://www.fcc.gov). If you feel you are a victim of identity theft, you should contact the Federal Trade Commission at [IdentityTheft.gov](http://IdentityTheft.gov).

## RESERVATION OF RIGHTS/AMENDMENTS

In the event of any conflict between material found on other links on Rainier Connect's web site and this Open Internet Policy, the more specific terms at the other links shall control.

Rainier Connect may modify this Policy and other policies it has linked for the customer from time to time at its discretion. Notice of such changes will be posted on this web site. However, individual notice to customers, content providers, application providers, service providers or device providers by any means whatsoever shall not be provided unless specifically required to by federal or state law. Notice of changes will be provided in advance normally upon a thirty day basis. However, Rainier Connect reserves the right to use a shorter notice period when circumstances so warrant.