

**Wisper ISP, Inc.**  
**Open Internet Policy**  
(as of March, 2015)

The Federal Communications Commission (“FCC”) has adopted rules to preserve the Internet as an open platform (“Rules” or “Open Internet Rules”). Information regarding these Rules is available on the FCC’s website at: <http://www.fcc.gov/guides/open-internet>

Broadband Internet access providers are required to post information regarding network management practices, performance characteristics and commercial terms so that residential and business consumers can make informed choices regarding use of service and for content, application, service and device providers to develop, market and maintain Internet offerings. This Open Internet Policy sets forth certain information regarding the policies and practices of Wisper ISP, Inc. (“Wisper”). This Open Internet Policy is a supplement to and is incorporated by reference in the Wisper Service Agreement, and in the event of any inconsistency between the Open Internet Policy and the Service Agreement, the Service Agreement shall control.

**Network Management Practices**

Congestion Management: Our Customers are subject to the maximum connection speeds set forth in the Confirmation of Sale. In a manner consistent with the Wisper Privacy Policy, Wisper monitors network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance our network. Wisper may give priority on an unpaid basis to interactive or critical classes of traffic such as VoIP, traffic essential to the efficient operation the Wisper network, and traffic related to the accounts of commercial Customers or Customers with dedicated connections. Wisper may limit peer-to-peer applications to the extent Wisper determines, in Wisper’s sole and reasonable discretion, it is appropriate to maintain an efficient network load. Other factors that may affect a Customer’s experience include multiple Customer devices simultaneously downloading high-bandwidth applications and services. Wisper’s congestion management practices are in place to ensure that all Customers experience high quality service. If Wisper determines, in its sole and reasonable discretion, that the manner in which a Customer is using the Service negatively impacts other Customers or the Wisper Network, Wisper reserves the right to apply additional congestion management techniques such as [examples]. [In addition, the Wisper network may not support high-bandwidth video applications.]

Wisper’s service is provided on a “best efforts” basis. Certain circumstances may affect the speed and quality of Service, including but not limited to foliage, line-of-sight obstructions, the distance between a Customer and the transmission point and the connection of multiple devices to the Wisper network.

Application-Specific Behavior: Subject to the qualification that Wisper may reasonably limit peer-to-peer applications as set forth above, Wisper generally treats all lawful applications identically; however, Wisper reserves the right to block or limit access to any applications that Wisper determines, in Wisper’s sole and reasonable discretion, may expose Wisper to potential legal

liability, harm the Wisper network or otherwise interfere with or impair the experience of other Customers on the Wisper network.

Device Attachment Rules: Wisper does not limit the types of devices that can be connected to the Wisper network, provided they are used for lawful purposes and do not harm the Wisper network; however, if Wisper determines, in Wisper's sole and reasonable discretion, that the connection of a particular type of device to the Wisper network negatively impacts other Customers or the Wisper network, or may expose Wisper to potential legal liability, Wisper reserve the right to limit or restrict Customers' ability to connect such type of device to the Wisper network.

Security: The Wisper network is designed in a manner that is intended to prohibit third parties who are not served by the Wisper network from initiating connections to Customers on the Wisper network if Wisper has not allocated a public IP address to that Customer as provided in the Wisper Service Agreement. Wisper may prohibit certain activity on the Wisper network that Wisper deems, in Wisper's sole and reasonable discretion, poses a potential risk to Wisper's network or to other Customers. Triggering conditions include denial of service activity, IP address or port scanning and excessive account login failures. If Wisper notices excessive Customer connections that are harmful or that disrupt the normal use of the Wisper network for other Customers, Wisper will attempt to notify the Customer to work collaboratively to remedy the issue; however; Wisper reserves the right, without advance notice, to block any Customer's traffic that Wisper determines, in Wisper's sole and reasonable discretion, may cause harm to the Wisper network or to other Customers, until the issue is addressed to Wisper's satisfaction.

## **Performance Characteristics and Terms**

Service Description and Pricing: A current description of the categories of service Wisper offers is available here: <http://www.wisperisp.com/our-services>

Cancellation Fee: Certain of Wisper's service offerings require a Customer to commit to a certain term of service and require the payment of a Cancellation Fee in the event the Customer does not fulfill that commitment. The Cancellation Fee will be set forth the Customer's Service Agreement, and may be significant.

Acceptable Use: As set forth in the Service Agreement, all of Wisper's service offerings are subject to the Acceptable Use and Prohibited Internet Service Activities section of the Service Agreement, which we may from time to time establish or revise.

Privacy Policy: Wisper's current Privacy Policy is available here: [www.wisperisp.com](http://www.wisperisp.com)

Redress Options: Wisper endeavors to respond to all Customer concerns and complaints in a timely and fair manner. Wisper encourages Customers to contact Wisper at 800-765-7772 to discuss any complaints or concerns as they arise. Written complaints should be addressed to CustomerService@WisperISP.com.

Disputes and Arbitration: The Wisper Service Agreement requires the use of arbitration to resolve

disputes and otherwise limits the remedies available to Customers in the event of a dispute.

### **FCC Notice**

If a Customer believes that Wisper is not complying 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: <http://esupport.fcc.gov/complaints.htm>.

Customers also may file formal complaints with the FCC pursuant to Part 76 of the FCC's Rules.

### **Additional Disclaimers**

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