



OPEN INTERNET POLICY APRIL 2020

SURF AIR WIRELESS dba SURF INTERNET (“Surf Internet,” “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 Subscribers 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 Surf Internet and how we manage our network for broadband internet access service (the “Surf Internet network”). This Open Internet Policy is a supplement to and is incorporated by reference in our Surf Internet Agreement for Residential Services (“Service Agreement”) (available at: <http://surfinternet.com>), and in the event of any inconsistency between this Open Internet Policy and the Service Agreement, this Open Internet Policy shall control.

Surf’s internet access service is primarily 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 Surf Internet Networks.

Although we have engineered the Surf Internets’ Networks 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.

Network Management Practices

- **Blocking:** Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a customer from lawful content.
- **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.
- **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 Surf Internet
- **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.
- **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%. Customers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the COS. If a Customer exceeds his/her/its selected high-speed allotment during a service cycle, we may reduce the Customer’s data speed for the remainder of that service cycle. We do not impose any additional usage limits for the Service. In a manner consistent with our 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 Surf Internet Networks. To help manage traffic on the Surf Internet Networks, 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.
- 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 Surf Internet Networks; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreement. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
- 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 Surf Internet Networks, we reserve the right to apply additional congestion management techniques.
- **Application-Specific Behavior:** Subject to the qualification that Surf Internet may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, Surf Internet 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 Surf’s Networks to potential legal liability, harm the Surf’s Networks or otherwise interfere with or impair the experience of other Customers on the Surf’s Networks. The Surf ‘s Networks may also not support certain high-bandwidth video and voice applications, or peer-to-peer applications that carry unlawful or harmful content/ software.

- **Device Attachment Rules:** Generally, you do not need approval to connect a third-party device to the Surf Internet. Surf Internet does not limit the types of devices that can be connected to the Surf Internet, provided they are used for lawful purposes and do not harm the Surf Internet, violate our Service Agreement, or harm other users of the Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the Surf 's Networks negatively impacts other users or the Surf's Networks, 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 Surf's Networks. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit <http://www.surfinternet.com/service>. Depending on your level of Service and your COS, there may be an additional monthly fee for IT support services.
- **Security:** We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the Surf Internet Networks. We monitor the Surf's Networks for security threats and may prohibit certain activity on the Surf's Networks that we may deem, in our sole and reasonable discretion, poses a potential risk to the Surf's Networks 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 Surf Internets' 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 Surf Internet or to other Customers, or may expose us to potential legal liability.

Performance Characteristics and Commercial Terms

Specific Service fees and rates for an individual Customer is set forth in the Customer's Confirmation of Sale ("COS"). Various information is also publicized on the Surf Internet Website.

- **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

www.surfinternet.com/services

Business

Please contact us at 888-274-6381 for customized business plans.

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 Surf Air’s broadband and VoIP services at the same time.

Various Fees. We will assess the following fees for our Service, where applicable. Please see our Service Agreements for pricing details.

- **Installation Fee:** \$100.00
- **Equipment Rental/Lease Fee:** \$5.00
- **Equipment Repair/Replacement Fee:** \$100.00
- **Late Fee:** \$5.00
- **Early Termination Fee:** \$200.00
- **Reconnection Fee for Terminated Service Due to Non-Payment:** \$100.00
- **ACH Overdrawn Check Fee:** \$35.00
- **US Postal/Paper Bill Fee:** \$5.00
- **Overage Fee:** \$1/GB

Network Speeds: Surf Internet offers a standard range of download speeds to residential Subscribers varying from 5 Mbps to 1 Gbps. The standard range of download speeds for business Subscribers is from 5 Mbps to 1 Gbps. The Surf Internet Networks are designed to support these speeds to help ensure that every customer receives the speeds to which they have subscribed. Surf Internet however cannot guarantee speeds at all times, as there are many factors and conditions beyond Surf Internet’s control that can affect Internet performance. Some of these external factors and conditions are:

- Performance of Subscriber computer and/or router
- Type of connection to Subscriber’s own equipment (i.e., Wi-Fi)
- Congestion of websites and services on the Internet
- Website or service limiting speeds on the Internet
- Internet and equipment performance outside of the Surf Internet Networks

The Surf Internet 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.

- **Acceptable Use:** As set forth in the Service Agreements, all of Surf Internet service offerings are subject to the Acceptable Use Policy (“AUP”) section of the Service Agreements, which we may from time to time establish or revise. The AUP is available here:
- **Redress Options:** Surf Internet endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at 219-326-5252 or support@surfinternet.com, or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is 1305 Pine Lake Rd., LaPorte, IN 46350 Attn: Customer Service.
- **Disputes and Arbitration:** The 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 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 Customers 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>.

Additional Disclaimers

This Open Internet Policy does not affect, alter or otherwise supersede the legal status of cooperative efforts by Surf Internet 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 Service Agreement and Privacy Policy.