

**METALINK TECHNOLOGIES, INC.**  
**Open Internet Policy**  
(Effective June 7, 2018)

MetaLINK Technologies, Inc. (“MetaLINK,” “we,” “our,” or “us”) provides standard broadband Internet access services, voice services, and other ancillary services to residential and business Customers (collectively, “Services”). MetaLINK supports the following Net Neutrality principles:

- Transparency
- NO Blocking of lawful Internet content, subject to reasonable network management as described below
- NO Throttling of lawful 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 Internet 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 MetaLINK and how we manage our networks for residential and business broadband Internet access service (“MetaLINK Internet Access Service”). This Open Internet Policy is a supplement to and is incorporated by reference in the various legal terms and conditions of our Services, which are found at our [webpage](#), including but not limited to MetaLINK’s Internet Access and Service Agreement, Business Service Order, Wireless Service Order, DMCA Copyright Infringement Policy and Privacy Policy (collectively, “Service Agreements”). In the event of any inconsistency between this Open Internet Policy and the Service Agreements, this Open Internet Policy shall control.

The MetaLINK Service is primarily a fixed wireless service using bandwidth that is shared with other users on our various computers, servers, transmission equipment and other infrastructure, (collectively, the “MetaLINK Network”). 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 MetaLINK Network. Although we have engineered the MetaLINK Network to provide consistent high-speed data services, some network management for these scenarios is required in order to provide the best online experience possible for all of our Customers and prevent our Customers from being subjected to the negative effects of spam, viruses, security attacks and other risks that threaten to degrade service. The network management practices employed by MetaLINK are consistent with industry standards.

## I. NETWORK MANAGEMENT PRACTICES

Congestion Management: Our Customers are subject to the maximum connection speeds set forth in the specific [residential](#) or [business](#) plan they have purchased. MetaLINK does not employ any congestion management tools and/or software on network traffic. MetaLINK maintains sufficient bandwidth to service its customers.

MetaLINK however employs a standard best effort Internet delivery policy to ensure that any organization, institution or entity connected, directly or indirectly, to MetaLINK's backbone network may exercise choice in lawful Internet content, web-based application and use of MetaLINK's or a competitor's service, including any device which is not harmful to the MetaLINK Network.

MetaLINK Network management is temporary and based on constantly changing and dynamic network conditions. In a manner consistent with the MetaLINK's Privacy Policy and Service Agreements, we monitor network traffic to ensure capacity is sufficient to maintain an efficient network load, to perform diagnostics and to otherwise manage and enhance the MetaLINK Network. To help manage traffic on the MetaLINK Network, MetaLINK may give priority on an unpaid basis to interactive or critical classes of traffic such as VoIP, and traffic essential to the efficient operation the MetaLINK Network. MetaLINK may limit peer-to-peer applications to the extent MetaLINK determines, in MetaLINK's sole and reasonable discretion, it is appropriate to maintain an efficient network load. MetaLINK's congestion management practices are in place to ensure that all Customers experience high quality service. If MetaLINK determines, in its sole and reasonable discretion, that the manner in which a Customer is using the Services negatively impacts other Customers or the MetaLINK Network, MetaLINK reserves the right to apply additional congestion management techniques.

MetaLINK actively engages and encourages open settlement-free peering with providers and operators. MetaLINK's network management policies prohibit the discrimination of legitimate or legal use of network capacity bandwidth by application, source or use of the MetaLINK Network. The MetaLINK Network does not limit or impose any limitations on users at subscribing organizations to lawfully possess, use, or distribute Internet content.

- A. Blocking: Other than reasonable network management practices disclosed herein, we do not block or otherwise prevent a Customer from accessing lawful content, applications, services, or your use of non-harmful devices.
- B. Throttling: Other than reasonable network management practices disclosed below, we do not throttle or otherwise shape, slow, degrade or impair a Customer from accessing lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device. All lawful Internet use is handled identically.

- 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 MetaLINK.
- 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 Services are 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 as possible. Our typical frequency of congestion is less than one percent. Customers select how much high-speed data they receive under a designated service plan. 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 Services unless part of our network management practices.

In a manner consistent with our Service Agreements 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 MetaLINK Network.

- i. MetaLINK does not use traffic shaping software.
  - ii. MetaLINK may 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 a MetaLINK Network; to determine the routing of Internet traffic; for internal statistical and performance purposes; for lawful intercept capabilities, and/or enforcement of our Service Agreements. We do not use DPI to conduct data mining for targeted marketing or advertising, or anti-competitive purposes.
  - iii. If MetaLINK determines, in our sole and reasonable discretion, that the manner in which a Customer is using the service negatively impacts other Customers or the MetaLINK Network, we reserve the right to apply additional congestion management techniques.
- F. Application-Specific Behavior: Subject to the qualification that MetaLINK may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, MetaLINK 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 any MetaLINK Network to potential legal liability, harm any MetaLINK Network or otherwise interfere with or impair the experience of other Customers on MetaLINK Network.

The MetaLINK Network may not support certain high-bandwidth video and voice applications, or 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 MetaLINK Network. MetaLINK does not limit the types of devices that can be connected to the MetaLINK Network, provided the devices are used for lawful purposes and do not harm a MetaLINK Network, violate our Service Agreements, expose MetaLINK to potential legal liability, or harm other users of MetaLINK Networks. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to any MetaLINK Network negatively impacts other users or the MetaLINK Network, or may expose us to potential legal liability or violates our Service Agreements, we reserve the right to limit or restrict Customers' ability to connect such type of device to MetaLINK Networks. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit [support@metalink.net](mailto:support@metalink.net). Depending on your level of service and your specific Service Agreements, there may be an additional monthly fee for our IT support services.

H. Security: MetaLINK has taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the MetaLINK Network and our Customers from malicious and unwanted Internet traffic. Please see our Privacy Policy for details.

[https://www.metalink.net/images/regulatory/metalink\\_privacy\\_policy.pdf](https://www.metalink.net/images/regulatory/metalink_privacy_policy.pdf)

We monitor the MetaLINK Network for security threats and may prohibit certain activity on the MetaLINK Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the MetaLINK Network and/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 MetaLINK 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

MetaLINK 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 residential or business Customer are set forth in the Customer's Service Agreements. Various information is also publicized on the MetaLINK website.

- A. Service Description, Pricing and Fees: Links to a current description of the categories of MetaLINK Internet Access Services offered to residential and business Customers are available below, including pricing, expected and actual access speed and latency, and the suitability of the service for real-time applications:

### **Residential Services:**

- MetaLINK High-Speed Internet Access Service, details available at <https://metalink.net/index.php/service-pricing>.

### **Business Services:**

- MetaLINK High-Speed Internet Access Service, details available at <https://metalink.net/index.php/service-pricing>.

**Other Fees:** Additional fees, such as but not limited to an Equipment Rental/Purchase Fee, Installation Charge, Set-Up Fee, Early Termination Fee, Deactivation Fee, Reconnect Fee, Late Fee, US Mail Invoice Fee, NSF Processing Fee, and other applicable fees and taxes may apply as detailed in the Service Orders and/or Internet Access and Service Agreement provided [here](#). The pricing, terms and fees of our Services are subject to change at any time.

**Fees for Additional Services:** A current description of the fees for additional network-related services can be found at the links below:

- i. Colocation, details available at <https://www.metalink.net/index.php/service-pricing>.
- ii. MetaLINK Wireless Equipment Protection Plan, details available at <https://www.metalink.net/index.php/internet/wepp-opt-in-opt-out>.
- iii. Premium Technical Support & Monitoring Service, details available at <https://www.metalink.net/index.php/support/premium-support>.
- iv. MetaCOM Hosted PBX Phone Services (residential and business), details available at <https://www.metalink.net/index.php/phones>.
- v. MetaLINK WebMail and Webmail Lite, details available at <https://mail.metalink.net/landing.php>.
- vi. MetaLINK Web Hosting, details available at <https://www.metalink.net/index.php/web-hosting>.

- vii. MetaLINK Remote Storage Services, details available at <https://www.metalink.net/index.php/service-pricing>.
- viii. MetaLINK Back-Up Services, details available at <https://www.metalink.net/index.php/service-pricing>.
- ix. MetaLINK TV Now, details available at <https://www.metalink.net/index.php/tv-now>.
- x. Managed WiFi Services, details available at <https://www.metalink.net/index.php/managed-wi-fi>.

Effectively immediately, MetaLINK no longer offers its Exede Satellite Internet Services for new Customers and will transition current Customers off the service as soon as practicable. If you have questions regarding the Exede service, please contact us directly.

- B. Network Speeds: MetaLINK offers a range of download speeds to residential Customers varying from 5 Mbps to 25 Mbps, and a varying range from 5 Mbps to 1,000 Mbps for business Customers. The MetaLINK Network is designed to support these speeds to help ensure that every Customer receives the speeds to which they have subscribed. MetaLINK however cannot guarantee speeds at all times, as there are many factors and conditions beyond MetaLINK's control that can affect Internet performance. Some of these external factors and conditions are:

- i. Performance of Customer computer and/or router
- ii. Type of connection to Customer'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 MetaLINK Network

MetaLINK Internet Access 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.

- C. Impact of Non-Broadband Internet Connection Service Data Services (also known as "Specialized Services"): MetaLINK does not offer data-related Specialized Services to Customers that will affect the last-mile capacity available for, and the performance of, our MetaLINK Internet Access Services. We note, however, that there may be a temporary slowing of Internet speed when using MetaLINK TV Now streaming services or Hosted PBX Phone Services at the same time.
- D. Acceptable Use: All of MetaLINK's residential and business service offerings are subject to the Acceptable Use Policy ("AUP") section of the MetaLINK Internet Access and Service Agreement, and any applicable standalone AUP, which we may from time to time establish or revise. MetaLINK's AUP is available [here](#).

- E. Privacy Policy: MetaLINK's current Privacy Policy is available [here](#):
- F. Redress Options: MetaLINK endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at [metalink\\_complaint@metalink.net](mailto:metalink_complaint@metalink.net), or U.S. postal mail to discuss any complaints or concerns as they MetaLINK. Our postal address is MetaLINK Technologies, Inc., 417 Wayne Ave, Ste. 101, Defiance, OH 43512, ATTN: Management.
- G. Disputes and Arbitration: The Internet Access and Service Agreement requires the use of arbitration 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 MetaLINK 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 Agreements and Privacy Policy.

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