

## **Spear Broadband, LLC Internet Disclosures and Policies**

1. **Broadband Internet Access Services Description.** Spear Broadband, LLC (hereafter referred to as “Company,” “we,” or “our”), provides the following broadband Internet access services to residential customers who reside in one of the multi-tenant buildings in Washington where we have facilities and offer services:

**50M** - with speeds of 50Mbps/50Mbps download/upload

**100M** - with speeds of 100Mbps/100Mbps download/upload

**500M** - with speeds of 500Mbps/500Mbps download/upload

**GigE** - with speeds of 1000Mbps/1000Mbps download/upload

Each of our services is suitable for most or all real-time applications, including web surfing, movies, gaming, voice over IP, and music. Occasionally, at times of peak usage, some applications may run more slowly than usual. Provision of service is governed by our Terms and Conditions (“Terms”).

2. **Service Plan Prices.** Our monthly prices, charges, and fees for broadband Internet access service plans, for new customer’s rates are \$40 for 50M, \$60 for 100M, \$100 for 500M and \$140 for GigE, plus any applicable government taxes or surcharges and any late fees and returned check charges that you may incur. Prices, charges, and fees may be changed upon notice to you. The monthly charges can include a wireless router in each residential unit that is provisioned, owned, and maintained by the Company at the following prices: \$10 for base product, \$20 for advanced product, and \$40 for extreme product. In some locations, the provided router also includes ethernet jacks for wired access to the Internet. Our services are provided on a monthly basis and there are no early termination fees after 6 months. If termination happens within 6 months the customer is eligible to pay a one-time fee of \$199.99 USD. If the customer wishes to suspend an account without deactivating services, it must be for a minimum duration of 2 months, and is obligated to pay a \$5 subscription continuation. We may prorate our monthly charges if service is initiated or terminated mid-month as set forth in our terms. We do not charge any usage charges or fees for any Internet access service, nor do we limit the amount of data that you may upload or download in any given period.
3. **Non-Broadband Access Data Services.** We do not offer dial-up or any non-broadband Internet services. Nor do we offer any storage or applications, such as voice, email, or web-hosting.

**Network and Congestion Management.** The Company’s goal is to provide the best possible Internet service to our customers at all times and to protect our network and

customers from any undue harm that might be caused by malicious users or hackers, such as denial of service attacks. If we learn of such malicious use or attacks by a Customer in violation of our Acceptable Use Policy (“AUP”) we may take action to suspend or terminate that customer’s service. Otherwise, we do not engage in any blocking, throttling, prioritization, or other network management techniques.

4. Permissible Uses. Your service may be suspended or terminated if your service is, in our sole judgment, being used for any illegal or harmful activities, or other actions that violate our Terms and Conditions or AUP. Acceptable Use Policy (“AUP”).
5. Device Attachment Rules. Customers may generally attach any lawful device of their choice that is compatible with our network and router, and is consistent with our AUP. The Company is not responsible for the compatibility, suitability, or functionality of any equipment that is provided by the customer or any third party. If any such equipment harms our network or degrades the service of other users, the customer may be required to disconnect the device and, in some cases, we may suspend or terminate service to customers that in our sole judgment are causing or contributing to harm.
6. Security and Privacy.
  - a. *Customer Security*. We may suspend or terminate service to customers that in our sole judgment harm the network or other users.
  - b. *Network Management and Service*. In order to maintain and improve our overall service levels for customers, we may measure and monitor network performance and the performance of your Internet connection. If you contact us for service support, we may access information about your device settings to provide customized technical support or to install applications or services that you wish to use. As part of network management and to try to prevent denial of service attacks or other harmful abuses of the network, we may monitor network traffic and the traffic of Customers who are affected by or involved in the harmful activity.
  - c. *Sale of Customer Data*. We do not gather information from your use of our Internet access services to direct customized third-party advertising specifically to you. We do not sell your personal information or Internet usage history to third parties. Many websites you visit will place “cookies” on your device and may track your device for marketing and other purposes and that is not something the Company can control or prevent without blocking or degrading your service.
  - d. *Third Party Content and Services; Protection of Minors*. We are not responsible for the information, content, applications or services provided by others. Before

you access, use, link to or download any service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. Parental control protections are commercially available that may assist you in limiting access to material that is harmful to minors, such as Norton Family, Kaspersky Safe Kids, and other products and services. We also recommend that all customers install, use, and keep up to date applications to protect their devices from viruses and malware.

- e. *Law Enforcement and Copyrights.* Upon receipt of a reasonable request for information from law enforcement, we will cooperate as required or allowed by law. In the event of actual or alleged violations of copyright, we may inspect network and customer traffic and will comply with the requirements of the Digital Millennium Copyright Act. In some cases, we may suspend or terminate service to customers who in our sole judgment are repeat copyright infringers.
7. Questions or Complaints. If you have questions or complaints about our broadband Internet access service should first visit our website at: [Contact Us \(spearbroadband.com\)](https://www.spearbroadband.com). If the question or complaint is not resolved on the web, you may contact one of our customer service representatives by email, via our web portal here: [Spear Broadband Account Page](#), or by calling us at (360) 207-4146. We find that most customer concerns or disputes can be resolved through our customer service representatives. However, any customer disputes that cannot be resolved without third-party intervention will be resolved by binding arbitration in accordance with our Terms and Conditions.