



## INTERNET SERVICE POLICIES AND DISCLOSURES

Wintek Corporation (“Wintek”) is committed to providing high-quality services and is committed to being a responsible member of the Internet community. By using Wintek's network, products or internet services (the “Services”), you (“you” or “Customer”) agree to comply with this policy, which is incorporated by reference into your Service Agreement.

### I. NETWORK MANAGEMENT AND PERFORMANCE

#### Network Performance

Wintek offers a number of service plans providing for broadband Internet access services. The target speeds of the Services, which are determined by the Customer's service plan and the type of service being used, are detailed below.

| Service            | Download       | Upload         | Latency Estimate |
|--------------------|----------------|----------------|------------------|
| 50 Mbps Package    | up to 50 Mbps  | up to 50 Mbps  | 8 ms             |
| 100 Mbps Package   | up to 100 Mbps | up to 100 Mbps | 8 ms             |
| 200 Mbps Package   | up to 200 Mbps | up to 200 Mbps | 8 ms             |
| 500 Mbps Package   | up to 500 Mbps | up to 500 Mbps | 8 ms             |
| 1000 Mbps Package  | up to 1 Gbps   | up to 1 Gbps   | 8 ms             |
| 2000 Mbps Package  | up to 2 Gbps   | up to 2 Gbps   | 8 ms             |
| 5000 Mbps Package  | up to 5 Gbps   | up to 5 Gbps   | 8 ms             |
| 10000 Mbps Package | up to 10 Gbps  | up to 10 Gbps  | 8 ms             |

Actual speeds and latency vary based on Customer equipment, configurations, volume of traffic and usage, time of day, building and environmental details (when relying on any wireless network or signal), third party content being accessed, and a number of other factors. **The target speeds and latency provided above are for informational purposes only, and may not be fully representative of each individual customer's experience.** Wintek does not guarantee speed or latency performance of the Services.

#### Network Management

Generally, Wintek does not inhibit the ability of our customers to use our Internet services. However, like many service providers, Wintek employs reasonable network management practices consistent with industry standards to maintain the reliability of its network and to minimize network issues and complications. Specifically, Wintek manages its network in the following ways:

- Traffic identified as malicious (such as distributed denial of service attacks) or harmful may be identified and blocked by Wintek.

## **II. ACCEPTABLE USE POLICY**

### **Prohibited Activities**

Wintek prohibits any use of its network or Services, or any associated third party service, in a manner that Wintek, in its sole and absolute discretion, determines violates the Service Agreement, or that includes any of the following prohibited activities:

- (1) modifying without authorization, intercepting, interfering with, or gaining unauthorized access to, or making any attempt to accomplish the foregoing, any material or system that does not belong to the Customer;
- (2) sending unsolicited bulk or commercial e-mail or other communications (e.g., spam);
- (3) for any communication that consists of or includes malware, viruses, distributed denial of service (DDOS) attacks, or potentially harmful or malicious code;
- (4) storing, processing, or transmitting material in a manner that violates a third party's actual or claimed intellectual property rights, including trade secret, copyright, patent, and trademark rights;
- (5) violating the actual or claimed privacy or publicity rights of others, except as allowed by applicable laws and regulations;
- (6) storing, processing, or transmitting material that is unlawful, fraudulent, obscene, harassing, libelous, abusive, or hateful, that encourages unlawful acts, or that may be interpreted as violating the civil rights of others;
- (7) storing, processing, or transmitting material, or engaging in any activity, that violates local, state, federal, or international laws or regulations;
- (8) any activity that harms or is reasonably likely to harm Wintek or a third party, or that damages, interferes, interrupts, or negatively affects Wintek's network or services or other networks, or others' use of those resources; or
- (9) to resell, lease, license, assign, allow access, or redistribute any Wintek services, in whole or in part, to any third party.

Wintek reserves the right at its sole discretion to immediately restrict, suspend, or terminate Customer's Services, in whole or in part and without notice, in the event of any such prohibited use. Any such prohibited use shall be a breach of this policy and your Service Agreement.

Customer is solely responsible for any use or misuse of Wintek's network or services through Customer's account, equipment, or network, whether or not such activities or actions were authorized by Customer. If Customer becomes aware of any such activity, the Customer must remedy the situation immediately. The Customer shall also notify Wintek, by telephone within four hours and in writing within 24 hours, of the detection of a violation or potential violation by such Customer or its agents.

### **Approved Equipment**

Customer may connect any lawful device to the Services, subject to the following. Wintek is not responsible for the compatibility, suitability or functionality of any equipment that is provided by Customer or any third party. If Wintek reasonably believes any such equipment harms our network, degrades or interrupts the service of other users, or otherwise causes damage, harm, or service issues (collectively, "Equipment-Related Harm"), Wintek may require Customer to disconnect the device. Wintek further reserves the right to suspend, limit, or terminate Services to Customers that in our sole discretion are causing or contributing to Equipment-Related Harm, as well as the right to pursue any remedy at law available to address such harm.

### **Privacy and Security**

Except as otherwise expressly provided for herein, your use of the Services and provision of any data is subject to [Wintek's Privacy Policy](#).

## **III. COPYRIGHT INFRINGEMENT CLAIMS**

### **Notices and Procedures for Making Claims of Copyright Infringement**

Pursuant to Title 17, United States Code, Section 512 (c)(2), notifications of claimed copyright infringement should be sent to Wintek's designated agent. ALL INQUIRES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

Wintek respects the intellectual property of others and we ask you to do the same. Wintek will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Wintek the following information. Please be advised that to be effective, the Notification must include ALL of the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that it is allegedly infringed;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Website;

- Your address, telephone number, and email address and all other information reasonably sufficient to permit Wintek to contact you;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices Should Be Directed To:

**Physical Address:**

Wintek Corporation  
Attn: DMCA Claims  
403 S. Main St.  
P.O. Box 20  
Linden, IN 47933

**E-mail Address:**

dmcaclaims@tipmont.org

**Fax Number:**

765-339-7243

You should be aware that complainants who make false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

**Customer Responses to Claims of Copyright Infringement**

If you are a Customer and you believe a notice of copyright infringement has been wrongly filed against you, you may submit a counter-notice to:

**Physical Address:**

Wintek  
Attn: DMCA Claims  
403 S. Main St.  
P.O. Box 20  
Linden, IN 47933

**E-mail Address:**

dmcaclaims@tipmont.org

**Fax Number:**

765-339-7243

This counter-notice will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information:

- A physical or electronic signature of an authorized person;
- Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement