

# ONE-STOP P

## **One-Stop Communications of PA Open Internet Policy**

Effective as of January 1, 2025

ONE-STOP COMMUNICATIONS OF PA (“OSC,” “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 Customers 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 OSC and how we manage our network for broadband internet access service (the “OSC Network”). This Open Internet Policy is a supplement to and is incorporated by reference in our One-Stop Communications of PA Terms of Use Agreement (“Service Agreement”) available at: <https://www.onestop.online>. In the event of any inconsistency between this Open Internet Policy and the Service Agreement, this Open Internet Policy shall control.

OSC’s broadband 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 OSC Network. Although we have engineered the OSC Network 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.

### **I. NETWORK MANAGEMENT PRACTICES**

- A. Blocking: Other than reasonable network management practices disclosed below, we do not block or otherwise prevent a Customer from lawful content.
- B. 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.
- 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 OSC.
- 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 Service is provided on a “best efforts” basis and our congestion management practices are in place to ensure that all Customers experience high quality service under varying usage periods. Our typical frequency of congestion is estimated at less than 10%. Customers select how much high-speed data they receive under a designated Service plan; the specific Service plan is set forth in the COS. 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 OSC Network. To help manage traffic on the OSC Network, during times of high demand, we may allocate available bandwidth among Customers on an equal basis, by account level.
  - i. We may also use specific traffic shaping software in order to manage and effectively control network subscription speeds as well as review for performance related metrics.
  - ii. 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 OSC Network; 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.
  - iii. 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 OSC Network, we reserve the right to apply additional congestion management techniques.

- F. Application-Specific Behavior: Subject to the qualification that OSC may reasonably limit or rate-control specific or classes of applications, or other specific protocols or protocol ports as set forth below, OSC 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 OSC Network to potential legal liability, harm the OSC Network or otherwise interfere with or impair the experience of other Customers on the OSC Network.
  
- G. Device Attachment Rules: Generally, you do not need approval to connect a third-party device to the OSC Network. OSC does not limit the types of devices that can be connected to the OSC Network, provided they are used for lawful purposes and do not harm the OSC Network, violate our Service Agreement, or harm other users of the Network. However, if we determine, in our sole and reasonable discretion, that the connection of a particular type of device to the OSC Network negatively impacts other users or the OSC Network, 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 OSC Network. If you need technical support services to assist you in the installation and configuration of third party devices, please contact us or visit <https://www.onestop.online>. Depending on your level of Service and your COS, there may be an additional monthly fee for IT support services.
  
- H. Security: We have taken reasonable physical, technical and administrative safeguards to protect the integrity and operations of the OSC Network. We monitor the OSC Network for security threats and may prohibit certain activity on the OSC Network that we may deem, in our sole and reasonable discretion, poses a potential risk to the OSC Network 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 OSC 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 OSC 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 Customer is set forth in the Customer's Confirmation of Sale ("COS"). Various information is also publicized on the OSC Website.

- A. 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

- i. Enhanced Internet, details available at <https://onestop.online/packages>
- ii. Ultra Internet, details available at <https://onestop.online/packages>
- iii. Fiber Internet, details available at <https://onestop.online/packages>

### BUSINESS

- i. Business Internet, details available at <https://onestop.online/business/packages>

- B. 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 OSC's broadband and VoIP services at the same time.

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

- i. Security Deposit: \$200
- ii. Installation Fee: \$175
- iii. Equipment Rental/Lease Fee: \$10
- iv. Equipment Repair/Replacement Fee: \$175
- v. Late Fee: \$35
- vi. Reconnection Fee for Terminated Service Due to Non-Payment: \$75
- vii. ACH Overdrawn Check Fee: \$25
- viii. US Postal/Paper Bill Fee: \$5
- ix. CAN-SPAM Damage Resolution Fees: \$50/incident

- D. Network Speeds: OSC offers a standard range of download speeds to residential Subscribers varying from 30 Mbps to 2500 Mbps. The standard range of download speeds for business Subscribers is from 30 Mbps to 10000 Mbps. The OSC Network is designed to support these speeds to help ensure that every Customer

receives the speeds to which they have subscribed. OSC however cannot guarantee speeds at all times, as there are many factors and conditions beyond OSC'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 OSC Network

The OSC 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.

- E. Acceptable Use: As set forth in the Service Agreements, all of OSC's 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: <https://www.onestop.online>
- F. Privacy Policy: OSC's current Privacy Policy is available here: <https://www.onestop.online>
- G. Redress Options: OSC endeavors to respond to all Customer concerns and complaints in a timely and fair manner. We encourage Customers to contact us at 717.248.4996, or [help@oscmail.biz](mailto:help@oscmail.biz) or U.S. postal mail to discuss any complaints or concerns as they arise. Our postal address is 101 East Market Street, Lewistown, PA 17044.
- H. Disputes: In the unlikely event that OSC and Customer are unable to resolve a dispute to either Party's satisfaction after attempting to do so informally, the Service Agreement requires all matters arising out of or related to this Agreement to be exclusively governed by the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provision and otherwise limits the remedies available to Customer 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://docs.fcc.gov/public/attachments/DOC-348261A1.pdf>.

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 OSC 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.

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