

## **NCC's Network Management Practices Policy Disclosure**

Pursuant to the Federal Communications Commission's Restoring Internet Freedom Declaratory Rules, Report and Order and Order, NCC's ("Provider") policies regarding network management practices, performance characteristics, and commercial terms are provided in entirety so that Provider's current customers, prospective customers, third-party content providers and other interested parties can make informed choices regarding the broadband Internet access services offered by Provider, and the extent Provider's network management practices may affect those services.

### **Network Management Practices**

In the interest of providing the best online experience possible for all of Provider's customers, Provider utilizes reasonable network management practices tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband Internet service providers, it is essential that Provider reasonably manages its network to promote the use and enjoyment of the Internet by all of Provider's customers. By engaging in reasonable and responsible network management, Provider uses its best efforts to deter its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion, and other risks that threaten to degrade service. The network management practices employed by Provider are consistent with industry standards.

### **Congestion Management**

Congestion is rare, but does occur. When it occurs, NCC internet subscribers may experience decreased speeds/performance, but bandwidth is allocated fairly and in an application neutral way (without regard to protocol, application, or service that the NCC internet subscriber chooses to access over the NCC internet services).

### **Application-Specific Behavior**

Provider does not make use of any application-specific network management practices. Provider does not favor, modify, inhibit, rate control or block any specific protocols, protocol ports or fields, or any applications or classes of applications.

### **Device Attachment Rules**

In order for a device to be approved for use on the Provider's network, the device must conform to publicly available industry standards and be non-harmful to Provider's network.

### **Security**

Edgewise/Eprism for NCC provided email addresses.

That NCC reserves the right to take action necessary to protect NCC's network, and other parts of the internet, from harm/disruption. This may include terminating or suspending service to subscribers who engage in activity that violates NCC's terms of service which can be read at [https://nccray.com/wp-content/uploads/2018/10/Internet-Agreement\\_AUP.pdf](https://nccray.com/wp-content/uploads/2018/10/Internet-Agreement_AUP.pdf)

## **Performance Characteristics**

Provider offers broadband Internet access service via DSL, FTTH, Fixed Wireless, or COAX.

The advertised speed of Provider's Internet service is the maximum speed achievable with the technology utilized by Provider. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Provider's Internet service offerings, including, but not limited to: the distance of the consumer's home or office from Provider's central office (*i.e.*, the further away the customer is from the central office, the slower the broadband speed), the end user's computer, modem or router, activity during peak usage periods, and other Internet traffic.

IPTV and VoIP do not affect the Broadband service

Provider does not offer any specialized services.

## **Commercial Terms**

### **Pricing**

In order to meet the usage and budgetary needs of all of our customers, Provider offers a wide selection of broadband Internet access plan options, including promotional offerings, bundled service choices, and ala carte alternatives.

To see Provider's current promotions and pricing on broadband Internet access service, please visit our website [www.nccray.com](http://www.nccray.com) or call 701-568-3331 to speak with a customer service representative.

### **Early Termination Fees**

If a customer previously entered into a service agreement with Provider for broadband Internet access service for a defined service term, and customer desires to terminate the service agreement prior to the expiration of that term, Provider may charge a reasonable early termination fee if such fee is clearly indicated in the service agreement.

Provider's early termination fee includes a NECA fee of \$25.

### **Usage-Based Fees**

Provider does not charge end users a usage-based fee for Internet service.

## **Privacy Policy**

The Provider's network management practices as discussed herein are intended solely to provide the best online experience possible for all of Provider's customers by safeguarding our network and its users from spam, viruses, phishing, and other unwanted or harmful online content and activities. Provider's network management practices are not intended, nor implemented, to block consumers from accessing the content and applications of their choice, deprive consumers of their entitlement to competition, or discriminate against or in favor of certain network traffic. End users with questions, concerns or complaints regarding Provider's network management practices are encouraged to contact Provider for issue resolution.

## **Contact Us**

If you have any questions regarding Provider's Network Management Practices Policy or would like to file a complaint with Provider regarding its network management practices, please contact Provider at:

NCC  
Attn: Operations Manager  
PO Box 38, Ray ND 58849  
701-568-3331  
701-568-7771  
ncc@nccray.com  
www.nccray.com

Further, if you believe that Provider is in violation of the FCC's Open Internet Rules, you may file either an informal or formal complaint with the FCC.

<http://esupport.fcc.gov/complaints.htm>

## **Additional Disclaimers**

The Open Internet Rules, as adopted, and Provider's Network Management Practices Policy are not intended to affect, alter or otherwise supersede the legal status of cooperative efforts by broadband Internet access service providers and other service providers that are designed to curtail infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interests of providers, rights holders, and end users.

Furthermore, the Open Internet Rules, as adopted, and Provider's Network Management Practices Policy do not prohibit Provider from making reasonable efforts to address the transfer of unlawful content or unlawful transfers of content.

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For additional information, please review Provider's Acceptable Internet Use  
Policy/Subscriber Agreement at: [https://nccray.com/wp-  
content/uploads/2018/10/Internet-Agreement\\_AUP.pdf](https://nccray.com/wp-content/uploads/2018/10/Internet-Agreement_AUP.pdf)