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Pathfinders USA Inc. Dba Performance Computing / PC Internet
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COMPLIANCE STATEMENT AND DISCLOSURES FOR FCC "TRANSPARENCY RULE"

Pathfinders USA Inc. Dba Performance Computing/PC Internet (the "Company") provides this information in its good faith effort to comply with the disclosures required by the Federal Communications Commission ("FCC") revised "transparency" rule effective on June 11, 2018. In this regard, we endeavor through these disclosures to provide consumers with information necessary for them to make informed choices about the purchase and use of the Company's broadband Internet access service (the "Company's Service").

To place our compliance efforts in context, the FCC transparency rule states as follows:

- (a) Any person providing broadband Internet access service shall publicly disclose accurate information regarding the network management practices, performance characteristics, and commercial terms of its broadband Internet access services sufficient to enable consumers to make informed choices regarding the purchase and use of such services and entrepreneurs and other small businesses to develop, market, and maintain Internet offerings. Such disclosure shall be made via a publicly-available, easily-accessible website or through transmittal to the Commission.
- (b) Broadband Internet access service is a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up Internet access service. This term also encompasses any service that the Commission finds to be providing a functional equivalent of the service described in the previous sentence or that is used to evade the protections set forth in this part. 83 Fed. Reg. 7852, 7922 (Feb. 22, 2018) to be codified at 47 C.F.R. §8.1(b).

- (c) A network management practice is reasonable if it is appropriate and tailored to achieving a legitimate network management purpose, taking into account the particular network architecture and technology of the broadband Internet access service. 83 Fed. Reg. 7852, 7922 (Feb. 22, 2018) to be codified at 47 C.F.R. §8.1(c).

The Company reserves the right to update and modify these disclosures and the underlying policies, in a manner consistent with the FCC's directives, including by way of example the Company's terms and conditions, network management practices and performance characteristics. To the extent such changes are made they will be reflected in the links provided below.

1 NETWORK MANAGEMENT PRACTICES

In offering the Company's Service, the Company recognizes that, at times, network issues will arise, and, during those times, the Company will undertake actions that are appropriate and tailored to achieving a legitimate network management purpose. The Company notes specifically, the following network management practices.

1. **Blocking.** The Company does not block or otherwise prevent end-user customer access to lawful content, applications, service, or non-harmful devices.
2. **Throttling.** Except where network congestion may occur, the Company strives to avoid any degradation or impairment of access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device. Where service congestion occurs, the Company Service's speed may be temporarily reduced.
3. **Affiliated Prioritization.** The Company does not engage in any practice that directly or indirectly favors any of its affiliates' traffic over other traffic.
4. **Paid Prioritization.** The Company does not engage in any practice that directly or indirectly favors some traffic over other traffic in exchange for consideration, monetary or otherwise.
5. **Congestion Management.** The Company monitors the amount of bandwidth on all direct Internet access ("DIA") connections to the upstream provider (AT&T), if the mentioned connections reach 85% of the available bandwidth, and additional capacity is made available if needed. Multiple circuits connect with the upstream provider at different locations and are load balanced using BGP (Border Gateway Protocol) to provide redundancy where appropriate. These measures insure the end user will have adequate capacity from the customer-facing equipment to the upstream provider.
6. **Application-Specific Behavior.** The Company does not (i) block or rate-control specific protocols or protocol ports; (ii) modify protocol fields in ways not prescribed by the protocol standard; or (iii) otherwise inhibit or favor certain applications or classes of applications.
7. **Device Attachment Rules.** Provided that an attachment does not cause network harm, including by way of example, interference with the Company's network security measures, the Company does not restrict the types of devices that its end user customers may use and attach to the

Company's network nor does it have any approval procedures for devices to connect to the Company's network.

8. Security. End users are responsible for protecting their home and business networks, including but not limited to firewalls, virus protection, and securing internal WIFI connections. If an end user is unlawfully compromising the integrity of the Company's network, they may be disconnected and notified. In the event of a Denial of Service ("DoS") or Distributed Denial of Service ("DDoS") attack, the Company will implement inbound and outbound traffic filtering and/or blocking on specific source and destination IP addresses. These actions will be performed to ensure reliability and availability of the Company's network. These actions will not be utilized for normal Internet applications and traffic. In the case of any suspicious or malicious network activity, notification and forensic information will be made available to the appropriate law enforcement and network security resources for investigation.

2 PERFORMANCE

1. Service Description. Descriptions of the Company's Service, including (1) the service technology; (2) expected and actual access speed and latency; and (3) the suitability of the service for real-time applications is set forth below:

Expected Transmission Speed and Latency. Figures listed are maximum, actual speeds may be slightly lower depending on many factors including time of day and ambient weather conditions.

Residential	Speed	Latency
Wireless	5M/5M	<75ms
Wireless	10M/10M	<75ms
Wireless	25M/10M	<75ms
DSL	768K/384K	<50ms
DSL	1.5M/384k-1M	<50ms
DSL	3M/512K-1M	<50ms
DSL	6M/768K-1M	<50ms
DSL	12M/1M	<50ms
DSL	18M/1.5M	<50ms
DSL	24M/3M	<50ms
DSL	45M/6M	<50ms
DSL	75M/8M	<50ms

Commercial	Speed	Latency
Wireless	5M/5M	<75ms
Wireless	10M/10M	<75ms
Wireless	25M/10M	<75ms
DSL	768K/384K	<50ms
DSL	1.5M/384k-1M	<50ms

DSL	3M/512K-1M	<50ms
DSL	6M/768K-1M	<50ms
DSL	12M/1M	<50ms
DSL	18M/1.5M	<50ms
DSL	24M/3M	<50ms
DSL	45M/6M	<50ms
DSL	75M/8M	<50ms

Other rates including Fiber Optic connections and high speed microwave will be quoted based on customer requirements and physical location
Pricing Current as 7/1/2020

Suitability for Real-Time Applications. All of the Company's Internet service offerings can be used for real-time applications. However, performance of those applications may improve at higher transmission speeds.

2. Impact of Non-Broadband Internet Access Service Data Services. The Company's Service does not currently include any non-broadband Internet access data services.

3 COMMERCIAL TERMS

Wireless:

Wireless internet is directly through us. This is a line of site service offered to customers that live outside of city limits or where terrestrial connections will not meet the customer's needs. It requires a radio mounted on the roof (or a pole if the customer doesn't want or can't have it on the roof). The radio points to an Access Point (which one is dependent on the location of the customer and if there is anything blocking line of site like trees, buildings, etc.). If the customer rents, we have to have written permission from the landlord stating it is okay for us to do the install. Our install techs do the installation and all aspects of service are in-house, start to finish. There is an activation fee due at signing of the Wireless Agreement. With what we provide the customer can plug into a single computer or they can plug into a wireless router. The router would create a wireless network in their home and allow them to hook up multiple devices. The wireless router is not part of the equipment we provide. Techs carry wireless routers with them and can sell a router to the customer, the router is the customer's property like any keyboard, mouse or printer and doesn't get returned to us if/when they cancel service.

VDSL:

Customers that live inside city limits are usually able to get VDSL internet service. We are authorized resellers of AT&T U-verse. We call it VDSL (Very High Speed Digital Subscriber Link); an active phone is not needed, but there does have to be a phone line to the house. We have to order this through AT&T, a tech from their office does the install and then we get a call that it is complete and we start our billing. If there is any problem with the service the customer calls us, not AT&T, and we do tier one trouble

shooting. If we can't fix it, we call in a trouble ticket with AT&T to have a service repair dispatched. There is a one-time activation fee of \$100.00. A one-year contract is required for VDSL service.

Agreement for Dedicated Wireless Internet Access

This DEDICATED WIRELESS INTERNET ACCESS AGREEMENT (the "agreement").

- 1) PC Internet shall provide Client 1 (One) dedicated connection(s) to the Internet from PC Internet's closest Point of Presence (POP). Client shall pay PC Internet for the speed they have been installed with. Not all speeds are available in all locations, and the pricing schedule is as follows. **\$60.00** for speeds up to 5Mbps Synchronous, **\$100.00** for speeds up to 10Mbps Synchronous, and **\$139.00** for speeds up to 25Mbps download and 10Mbps upload. There is a one time, non-refundable activation fee of **\$100.00**. There will be a **\$5.00** fee charged every month for past due balances. Client will receive from PC Internet the requirements necessary to provide Client with the Connection, which shall include, but not be limited to, equipment configuration information, local loop information, the demarcation point, and the date on which the Requirements must be fulfilled.
- 2) The demarcation point is considered to be the equipment at PC Internet's closest Point Of Presence (POP).
- 3) PC Internet, solely, shall hold all password and authentication information on the connected equipment at the Client's location until termination of Client's service.
- 4) Upon termination of Service, PC Internet shall reset all Client owned equipment to factory defaults and provide passwords to Client for all Client owned equipment that PC Internet holds.
- 5) PC Internet is not responsible or liable for any of the following:
 - a) Any obstruction(s) that might be erected or grow between Client's antenna and PC Internet causing degradation or loss of service.
 - b) Debris or Ice on Antenna.
 - c) Re-aiming the antenna later than 14 days after installation.
 - d) Installing hardware and/or software on any computer after initial installation.
 - e) Re-configuration of network settings due to, but not limited to tampering, re-installation of operating system, accidental removal, moving the hardware to another computer, or any other reason.
 - f) Any of Client's equipment or software beyond the demarcation point on Client's network.
 - g) Any damage to Client's property, or persons from any circumstance involving equipment or installation by PC Internet.
- 6) Client understands that wireless Internet connectivity requires direct radio line of sight, and that any obstruction between PC Internet and Client's antenna will block the signal. Client understands that PC Internet has no control over this and therefore bears no responsibility for it. If Client requests PC Internet to adjust Client's equipment or antennas to improve the signal, Client shall pay PC Internet's normal service charges for said work.
- 7) Client understands that the maximum paid for bandwidth speed may not always be achieved, depending upon a variety of circumstances beyond PC Internet's control. PC Internet will do everything in our power to achieve the guaranteed minimum of 1Mbps at all times.

- 8) PC Internet reserves the right to implement hardware and/or software which serves to control the amount of bandwidth or simultaneous connections Client may receive in order to assure a fair distribution of resources to all of PC Internet's Clients. Client understands that PC Internet's network is shared by many Clients and is not provided for the exclusive use of Client. Client agrees to allow PC Internet reasonable access to the equipment to verify correct operation of the hardware and/or software. Client agrees to allow PC Internet to install such hardware and software on Client's premises without charge.
- 9) Client understands that activation fees are non-refundable. Should a Client notify PC Internet of a problem right away, PC Internet shall use its best efforts and practices to make the connection work within a 14 day period of initial activation or, upon demand by Client, remove all equipment.
- 10) The wireless radio, antenna, cable and all other equipment installed by PC Internet are the property of PC Internet unless purchased by Client. These will be returned to PC Internet in original condition, (Not counting general wear) within 5 days of service termination. Client will allow PC Internet to remove any hardware and software owned by PC Internet from Client's computers and building. Client understands that certain modifications to Client's property may have been necessary for the installation of this equipment and hold PC Internet harmless for any such modifications or damage. PC Internet shall not be required to remove any hardware or software owned by Client.
- 11) Client understands that because tree leaves hold water, they absorb the microwave signal, and that will degrade or disrupt connectivity. By having equipment installed during a time of year when there are little or no leaves in the trees, Client runs the risk of losing connectivity when the leaves come back on the trees. Client may require extra hardware and setup at that time. PC Internet shall not be held liable for any charges, nor will Client be entitled to any type of refund.
- 12) This Agreement does not include equipment or phone line charges other than the wireless transceiver, antenna cable, antenna and mounting hardware, which will be provided by PC Internet.
- 13) Client will be invoiced monthly in advance for all amounts due and owing to PC Internet. All payments are due within 15 (fifteen) days after the date of such an invoice. Client's account may be terminated if payment is not received within 30 days of the date of such an invoice. PC Internet shall not be responsible for any damages or losses which arise as a result of such interruption of service. Should connection be terminated for non-payment then re-established because of receipt of payment, a reconnect fee of **\$25.00** will be assessed. Services are still billed monthly during disconnect for non-payment.
- 14) PC Internet offers Client access to the Internet. Client hereby acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated by PC Internet or any of its affiliates, and that it is a separate network of computers independent of PC Internet. Client's use of the Internet is solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond PC Internet's authority and control.
- 15) PC Internet's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by PC Internet to be inappropriate or improper such as bulk e-mail messages.

- 16) Access to other networks connected to PC Internet's network must comply with the rules appropriate for that other network. PC Internet exercises no control whatsoever over the content of the information passing through its network.
- 17) PC Internet makes no warranty, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption, however caused. Use of any information obtained by PC Internet's network is at Client's own risk. PC Internet specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.
- 18) Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, PC Internet does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service with or without notice. Client shall indemnify and hold PC Internet and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities, costs, and fees incurred as the result of interruptions or omissions of service.
- 19) PC Internet reserves the right to, from time to time, monitor Client's activity. Upon the occurrence of a default by Client of any provision hereunder, PC Internet reserves the right, in addition to any other remedies which may be available to it, to terminate services to Client thereunder.
- 20) Client shall indemnify PC Internet, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Client breach of any provision of this Agreement.
- 21) This Agreement is deemed to be entered into the State of Nevada and the parties agree that any dispute arising under this Agreement shall have its venue in Humboldt County, Nevada and any such dispute shall be governed by and construed in accordance with the laws of the State of Nevada.
- 22) PC Internet may assign this Agreement without Client's prior consent and all of PC Internet's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of PC Internet. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 23) Neither party shall disclose any of the terms and conditions of this agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, PC Internet may refer to Client as its Client.
- 24) PC Internet may modify these terms and conditions upon written notice published on its website. Client's continued use of service after such notice shall constitute Client's acceptance of the modification of this Agreement implied in fact.
- 25) If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, Client's and PC Internet's agreement on all other paragraphs is not affected.
- 26) This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.

- 27) In the event of a default of payment when due or failure to return all equipment as agreed herein, Client agrees to pay all costs of collection, including attorney's fees, court costs and collection agency fees. Client agrees to pay interest on any unpaid balances which are overdue at the rate of **1.5%** per month, or the maximum legal rate, whichever is lower. Client agrees to pay **\$35.00** (thirty-five dollars) for each check issued to PC Internet which is returned to PC Internet for insufficient funds.

The following table provides access to the rates, speeds and pricing associated with the Company's Service:

Residential	Speed	Latency	Price / Month
Wireless	5M/5M	<75ms	\$ 60.00
Wireless	10M/10M	<75ms	\$ 100.00
Wireless	25M/10M	<75ms	\$ 139.00
DSL	768K/384K	<50ms	\$ 39.99
DSL	1.5M/384k-1M	<50ms	\$ 39.99
DSL	3M/512K-1M	<50ms	\$ 49.99
DSL	6M/768K-1M	<50ms	\$ 59.99
DSL	12M/1M	<50ms	\$ 69.99
DSL	18M/1.5M	<50ms	\$ 79.99
DSL	24M/3M	<50ms	\$ 89.99
DSL	45M/6M	<50ms	\$ 99.99
DSL	75M/8M	<50ms	\$ 119.99

Commercial	Speed	Latency	Cost
Wireless	5M/5M	<75ms	\$ 60.00
Wireless	10M/10M	<75ms	\$ 100.00
Wireless	25M/10M	<75ms	\$ 139.00
DSL	768K/384K	<50ms	\$ 60.00
DSL	1.5M/384k-1M	<50ms	\$ 60.00
DSL	3M/512K-1M	<50ms	\$ 65.00
DSL	6M/768K-1M	<50ms	\$ 76.00
DSL	12M/1M	<50ms	\$ 80.00
DSL	18M/1.5M	<50ms	\$ 110.00
DSL	24M/3M	<50ms	\$ 120.00
DSL	45M/6M	<50ms	\$ 145.00
DSL	75M/8M	<50ms	\$ 160.00

Other offerings including Fiber Optic connections will be quoted
based on customer requirements and physical location
Pricing Current as 7/1/2020

If you believe that the Company's Service is not meeting the rates, terms, and conditions applicable to what you have ordered, please feel free to contact us so that we can address your concern:

Via Telephone – 775-625-1552

Via Email – Support@pcinv.com

Via US Mail or other delivery service – 332 S. Bridge St in Winnemucca NV, 89445

In Person – 332 S. Bridge St in Winnemucca NV, 89445