

**NETWORK NEUTRALITY POLICY**  
**NETWORK MANAGEMENT POLICY**  
**PRIVACY POLICIES**

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In this document, the terms “you” and “your” refer to customer of Adak Eagle Enterprises, LLC Windy City Broadband Internet Access Service. The terms “we”, “us”, and “our” refer to Adak Eagle Enterprises LLC dba: Windy City LLC (WCB) Internet Access Services.

### **DEFINITIONS :**

**Service** – Including, but not limited to, Internet access purchased from WCB. This includes connectivity from your equipment at your premises to the Internet equipment at WCBs office, connection of WCBs equipment to the internet, and WCBs equipment that is used to rout and manage your traffic to and from the Internet and to provide you with service such as Email, web surfing, file transfer, Internet video and other services.

**Bandwidth** – The amount of data transferred per second. This may be thought of as the “pipe” that carries internet traffic.

**Bandwidth Capacity** – The amount of bandwidth that we, or another network provider, makes available for your use, such as the amount of data that can be sent over a wire or fiber optic system.

**Bandwidth Demand** – the amount of bandwidth the customer wishes to use.

**Congestion** – A situation where the total bandwidth demand on a component of the Internet, including any part of our network, exceeds the bandwidth capacity of that component to the point traffic flow and services experience degradation. Congestion is usually of a transitory nature; however, in some cases it may last for a significant period of time.

**Degradation of Service** – Less than optimal performance of Internet services. This may be, but not limited to, slow to load web sites or distorted/frozen video.

**Nominal Bandwidth** – The bandwidth of the service package you purchase. This is your maximum allowed bandwidth.

## Terms of Service and Network Management Policy

The bandwidth your purchase (nominal bandwidth) is the **MAXIMUM** bandwidth available to you. Unless you have purchased a Committed Bandwidth service that specifically guarantees a fixed bandwidth (such as a T-1 circuit) it is not a guaranteed bandwidth. WCB will make its best effort to transmit your data in a timely manner, however WCB cannot guarantee that you will be able to use your entire nominal bandwidth at any given point in time. This is referred to as “best effort” service.

WCB strives to make your total nominal bandwidth available for you to use within our network. WCB cannot control things including, but not limited to, the weather, bandwidth availability, congestion or service quality on those parts of the Internet beyond our network.

When other customers use our network, you may not be able to use your nominal bandwidth as all customers share total bandwidth capacity at some points on our network and on the Internet. If the bandwidth demand of all customers at that network location exceeds the bandwidth capacity provided, you may not be able to use your nominal bandwidth. All services other than Committed Bandwidth services are shared services used by our many customers.

We size our Internet services by the bandwidth of all our customers. Including your service, based on best-of-breed engineering practices. Service is provided equally to all customers, so all customer data has an equal chance to be served.

On a downstream basis (Internet to customer), service is provided equally to all customers, Internet services, protocols, sources and destinations on the Internet.

Due to limited bandwidth capacity on an upstream basis (customer to Internet), service is provided equally to all customers, protocols, sources or destinations on the Internet such as websites, Email servers, et cetera except that service types are prioritized to provide the best service possible to all our customers. We prioritize services with streaming video being the highest priority, then web browsing, then all other services. Service is not prioritized by customers, source or destination on the Internet. No services, protocols or legal sources or destinations on the Internet are blocked under any circumstances. Any effects on service may only be noticeable in times of significant congestion

**WCB MAY BLOCK ANY SERVICE, PROTOCOL, SOURCE OR DESTINATION THAT WCB DETERMINES, AT ITS SOLE DISCRETION, TO BE ILLEGAL, A THREAT TO LIFE OR PROPERTY, NATIONAL SECURITY OR IF ORDERED TO BLOCK OR OTHERWISE MODIFY YOUR DATA BY LAW ENFORCEMENT AGENCIES.**

WCB does not, at this time, deploy network management techniques when congestion occurs; however, in times of congestion WCB may, at its sole discretion, implement reasonable network management techniques to protect service for all WCB customers. WCB will not implement such techniques in cases of congestion of the Internet outside WCBs network. WCB will notify customers on the WCB website of changes to the network management policy.

## **Devices and Software that may be attached to WCB's Internet access service**

Currently, there are no restrictions on the types of devices you may connect to WCBs network other than the general restriction the device must be approved by the Federal Communications Commission (FCC) for use on a US telecommunications network. You may not connect equipment to WCBs network that is not approved by the FCC. Most commercially available equipment (such as routers, modems and computers) are FCC approved. Some equipment that is FCC approved will have a label stating it is FCC approved, and what the type of approval is. This information may also be found in the user manual or may be found online at the manufacturer's website. You should seek out this information wherever possible before you purchase any equipment to connect to WCBs network. For more information for consumers, please see the FCC website at :

<https://www.fcc.gov/consumers>

WCBs Internet access service is designed to function with accepted industry standards and interface software such as those provided by Microsoft, Apple, Ubuntu and others. If you use a type of software outside industry standards or not in wide use on the Internet, you may experience compatibility problems between your hardware and software and WCBs Internet access services. If you have questions, you may contact our Customer Service at 1-888-328-4422 and we will attempt to help you resolve this problem, but we cannot guarantee a solution or resolution. It is the sole responsibility of the customer to ensure that the hardware, software and operating interfaces used to access WCBs Internet services conform to accepted industry standards.

## **Network Security**

WCB uses industry-best-practices to maintain the integrity and security of its network. This may include employing hardware and/or software security protections at our sole discretion. Use of these protections may interfere with some types of customer traffic. If you have a belief your Internet services are being disrupted by our security systems, please contact Customer Service at 1-888-328-4422.

WCB provides a level of protection for our customers from spam, viruses and other malicious or unwanted items. While WCB strives to provide the best protection possible for your computer, we cannot make any guarantees that we can prevent all malicious, unauthorized or unwanted items from accessing any computer used to connect to WCBs Internet services. It is your sole and exclusive responsibility to protect all of your devices or computers from unwanted or malicious items. WCB strongly encourages customers to provide their own virus and malware protections, at their sole and exclusive cost. Should you have questions about what solutions to use, WCB may be able to offer advice or recommendations the customer may pursue at their own risk. Please contact Customer Service at 1-888-328-4422 to discuss your options.

**NOTE :** WCB does not warrant or guarantee third party products are fit for purposes, and the customer is strongly encouraged to perform their own due diligence on any security software.

There are additional considerations regarding Internet security related to WCBs Internet access services. Please see the [WCB Application for Service](#) for further information.



## Use of WCBs services for real-time applications

The Best Effort services above may be suitable for real-time applications if the customer has purchased adequate bandwidth for that service. Disruption you experience during times of congestion, if any, will be minimized if you purchase adequate bandwidth for the services you wish to use. However, there may be conditions of extreme congestion at various points in the Internet, including WCBs network, unless you have purchased a Committed Bandwidth service that specifically guarantees a fixed bandwidth, such as a T-1 circuit. WCB does not, and cannot, guarantee that your service will never be degraded.

Note that bandwidth requirements will differ among different real-time applications. For example, video such as that offered by various streaming services may require more or less total bandwidth than the customer has purchased to operate in an optimal manner. The customer is encouraged to check with the streaming service provider to learn what minimum requirements exist, if any, for bandwidth necessary to access that particular streaming video service.

## Privacy of Customer Information

WCB inspects packets of data you send or receive over the WCB network to better allow WCB to route and, where applicable, prioritize data. We inspect only packet headers which tell us where to send your data and what type of data it is – i.e. web surfing, video, file transfer, et cetera.

WCB does not examine the contents of your data – i.e. the data you are sending or receiving such as, but not limited to, Email, Email addresses, websites you are visiting or have visited, videos or the contents of the files you are sending or have sent, are receiving or have received, et cetera.

WCB does not store your data, except as necessary to provide Internet services to you at that moment in time. WCB does not reveal or sell your data to any third party for any reason, except in accordance with the laws of the US.

**NOTE : WCB MAY PROVIDE ANY OR ALL OF YOUR DATA, BOTH ON AN ACTIVE, REAL-TIME BASIS AND ANY STORED RECORDS (SUCH AS BILLING DATA) TO LAW ENFORCEMENT UNDER APPROPRIATE LEGAL ORDERS, IF LAW ENFORCEMENT REQUESTS YOUR INFORMATION IN MATTERS DEALING WITH ILLEGAL ACTS, A THREAT TO LIFE OR PROPERTY, OR NATIONAL SECURITY.**



## **CONTACT US**

If you have questions or comments regarding these policies, please contact Customer Service at 1-888-328-4222 or [aeeservices@adaktu.net](mailto:aeeservices@adaktu.net).

You may access our full Privacy Policy at : <https://adaktu.net/index.php/privacy-policy>