

GUNBY COMMUNICATIONS INC.



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Federal Communications Commission
445 12th Street SW
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Response to: File Number EB-IHD-19-00030173
Admonishment Order Dated December 10, 2019

Persuant to your above referenced file number and letter, Gunby Communications Inc submits the following disclosure regarding our ISP network operations.

Name of Filer	Gunby Communications Inc
FRN	0004587820
Trade Name	GCI Broadband
Type of ISP	Fixed Wireless

Description of Service

Gunby Communications Inc offers Fixed Wireless Broadband Internet service to Residential, Business and Governmental customers using both licensed and unlicensed spectrum providing what is commonly described as "last mile service". Our network management practices do not target, hinder, effect or prohibit any specific legal content, application, service or device.

Date of Disclosure January 4, 2020

This submission is our first time disclosure.

I certify the I have prepared the information contained in this disclosure and that all information contained in the submission is true and correct to the best of my knowledge.

/s/John D. Smith

John. D. Smith
General Manager

Network Management Practices Disclosure

The Federal Communications Commission (“FCC”) requires that Internet service providers disclose the following information regarding any network management practices that Gunby Communications Inc, dba GCI Broadband employs to manage its mass market, retail broadband Internet access service product, including the performance characteristics of our services, and the commercial terms of our service offerings. The disclosure is intended to provide current and prospective subscribers (“end users”) and providers of “edge” products (i.e., providers of content, applications, service and devices accessed over or connected to GCI Broadband’s broadband Internet access service) with sufficient information to make informed choices regarding the use of such services. The information provided below applies solely to the portion of our network that provides mass market retail broadband Internet access service. Other portions of our network may be used to provide other services, such as telephone or dedicated broadband service, each of which are subject to their own terms and conditions of service. In addition, GCI Broadband may enter into arrangements to provide Internet service to third party establishments (including coffee shops, bookstores, hotels, libraries, etc.) who then may offer such service to their customers, guests, or others. Nothing herein is intended to address the network management practices, performance characteristics, or commercial terms that may be adopted by such third party premises operators in connection with their provision of Internet service to others. The information provided herein may be revised from time to time as GCI Broadband deems appropriate and should be read in conjunction with GCI Broadband’s acceptable use policy as part of its Terms of Service available at <http://www.gcibroadband.com>

I. NETWORK MANAGEMENT PRACTICES

- A. Blocking.** GCI Broadband **does not** practice any techniques (other than reasonable network management elsewhere disclosed) that blocks or otherwise prevents end user access to lawful content, applications, service, or non-harmful devices, including a description of what is blocked.
- B. Throttling.** GCI Broadband **does not** practice (other than reasonable network management elsewhere disclosed) any techniques that throttles, degrades or impairs access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device. The customer connection upload/download speeds are throttled to the speeds to which they subscribed. There are no data caps imposed.
- C. Affiliated Prioritization.** GCI Broadband **does not directly or indirectly** practice any techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate, including identification of the affiliate.
- D. Paid Prioritization.** GCI Broadband **does not directly or indirectly** practice any technique that directly or indirectly favors 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. Specialized Services Prioritization.** GCI **does** practice traffic shaping, prioritization and resource reservation for our home and business phone services which utilize Voice over IP (VOIP).

A. Congestion Management

1. GCI Broadband currently offers multiple levels of Residential and Commercial Internet service.
2. GCI Broadband does not adjust or manage an individual end user's use of their subscribed bandwidth, but the actual use by an end user can affect the user experience. Downstream refers to the information coming to you from the network and upstream refers to the information going from you to the network. End user experience can be negatively impacted when the end user attempts to run too many tasks simultaneously or by running individual tasks that utilize 100% of the end user's upstream capacity. For example, uploading large files to cloud-based back up servers may occupy 100% of the end user's upstream capacity. This could preclude the end user from running other network-related tasks while the file is uploading.
3. The GCI Broadband network is engineered and, as a whole, is shared among its users and has a set capacity for downstream and upstream communication. While GCI Broadband will not manage an individual end user's specific applications, GCI Broadband does rate limit each individual to the upload/download speeds to which they have subscribed. GCI Broadband may take action to manage the capacity of the entire network or part of the network if an end user's actions unreasonably impact the ability of others to use the network. For example, GCI Broadband may employ reasonable network management practices to protect against security or denial of service attacks that can negatively affect our network and may cause service degradation. End users can minimize the possibility of these problems by maintaining an up-to-date anti-virus program on their computer and following common sense practices like avoiding unsolicited attachments from unknown parties.
4. GCI Broadband wants all end users and edge providers to be able to use the network for all legal purposes at all times. Measures are taken to avoid a single application from overwhelming the network and rendering some end users unable to use the application of their choice or reach the edge provider of their choice. If irregular usage is detected, GCI Broadband will work with the individual customer to correct the issue.

B. Usage Limits

1. GCI Broadband reserves the right to manage network usage to ensure that the activities of a small number of customers do not degrade, inhibit or interfere with the use of our network. The goal is to ensure that all users have reasonable access to the network at all times. GCI Broadband subscription service plans do not empty data caps on usage. Only the upload/download speed is rate limited to the customers selected service plans. If an individual customer's use is determined to degrade, inhibit or interfere with other customers, the individual customer will be contacted and a suitable subscription service plan will be negotiated.

C. Application Specific Behavior

1. GCI Broadband does not discriminate against or prevent users of its broadband Internet access service from accessing lawful content or services; running lawful applications and services of their choice; or connecting their choice of legal devices, so long as such applications, services and/or devices do not harm the network or the provisioning of broadband Internet access service, facilitate theft of service, or harm users of the service. Moreover, GCI Broadband does not impair or degrade specific content, applications, services or non-harmful devices so as to render them effectively unusable, subject to any reasonable network management practices described herein.

2. GCI Broadband reserves the right to employ reasonable network management practices to prevent specific harmful or illegal activity, such as the dissemination of viruses or other malicious code or the transfer of child pornography or other unlawful content.

D. Device Attachment Rules

1. GCI Broadband provides the outdoor radio through which we provide our fixed wireless internet services. This radio is the property of GCI Broadband and will remain our property as long as the customer continues their service. The customer service agreement signed by the customer at the time of installation allows GCI Broadband to enter the property to remove this radio when services are terminated.

2. GCI Broadband requires customer to install a router when connecting to their Internet service. This provides the customer additional security and allows for IP address conservation.

3. Customers may purchase a GCI Broadband-provided router that has specific network testing tools for maintaining the customer account or they may purchase an approved router purchased from a retailer. Customers purchasing a non-GCI Broadband provided router are responsible for the setup, maintenance and proper care of the device. Any security/firmware updates for a non-GCI Broadband provided router is the responsibility of the customer.

4. As technology changes, GCI Broadband reserves the right to update their list of approved routers and require the customer to replace a previously-approved router model that is no longer compatible.

5. As technology changes, GCI Broadband reserves the right to update our Fixed Wireless Radio to improve spectrum efficiency of the wireless network.

E. Security

1. GCI Broadband employs certain practices to ensure the security of our customers and our right to protect our network. These include practices intended to protect GCI Broadband's network infrastructure against Denials of Service attacks and to prevent harmful elements such as viruses, spam and identity theft.

2. To that end, GCI Broadband may permanently block a limited number of Internet TCP/UDP ports that are commonly used to send spam or perpetrate identity theft.

3. GCI Broadband may, from time to time as needed to maintain network performance, temporarily block traffic to or from a limited number of Internet addresses participating in or being attacked.

II. PERFORMANCE CHARACTERISTICS

A. Service Description

1. GCI Broadband offers residential and business customers a variety of levels of broadband Internet access service tiers with varying targeted speeds and features that may affect the suitability of such service for real-time applications. The features, pricing and other commercial terms of our service offerings are modified from time to time, and not all packages are available in all areas. Each package is priced to reflect the particular speed and features of that package.

2. Full descriptions and pricing information for all currently available packages are available at <http://www.gcibroadband.com>.

3. The FCC requires that we disclose information regarding the expected and actual speed and latency of our Internet access service offerings. Latency measures the average time it takes for a data packet to travel from one point on a network to another. It is typically measured by round-trip time utilizing milliseconds. While latency generally does not have a significant impact on day-to-day Internet usage, certain applications may be particularly affected by latency, such as high-definition multiplayer online games.

4. Our advertised speeds are estimates that GCI Broadband targets to achieve for its customers. GCI Broadband cannot guarantee that a customer will achieve those speeds at all times. The actual speeds achieved by customers may vary based on a number of factors, including, but not limited to: (a) the performance and capabilities of customer's computer; (b) the connection between a customer's computer and service demarcation, such as the use of wireless routers; (c) variances in network usage; (d) the distance a packet of information must travel from the customer's computer to its final destination on the Internet; (e) congestion or variable performance at a particular website or destination; or (f) performance characteristics of transmissions over the Internet that are outside of GCI Broadband's control.

5. There are a number of available tools online that customers may utilize to measure Internet performance. Please note that all speed tests have biases and flaws and should be considered a guide rather than a conclusive measurement of performance. A common misunderstanding of online speed tests are the result shown by the device conducting the test does not include any usage of any other devices on the LAN side of the router which may be using bandwidth in the background. Most devices (phones, games, tv's, etc) will from time to time perform automatic updates unknown to the user.

B. Impact of Specialized Services

1. The FCC's "Open Internet" rules distinguish between our mass-market retail broadband Internet access and "specialized services" that share capacity with our broadband Internet access services over our last-mile facilities. Examples of these "specialized services" may include GCI Broadband's home and business phone service, which utilize Voice over Internet Protocol ("VoIP") technology. Use of these services, which are not subject to the same rules as our broadband Internet access services, share bandwidth with our Internet access service and because of the nature of the service may sometimes receive priority on our network. As a result, increased use of these services may affect our broadband Internet access service at certain times. GCI Broadband monitors the impact of these services on our network to minimize their impact on our broadband Internet access service.

III. COMMERCIAL TERMS

A. Pricing

1. GCI Broadband offers multiple tiers of broadband Internet access service. The current pricing and other terms and conditions of the various tiers, including fees associated with early termination or additional network services is available at www.gcibroadband.com or by calling our office at 706.886.4406.

B. Privacy Policy

1. GCI Broadband values the privacy of our customers. The personal information that you provide to GCI Broadband is governed by our Privacy Policy and is subject to change from time to time. No customer information is shared with any third party. Personal information may be shared when legally requested by Law Enforcement in compliance with a valid CALEA request.

C. Redress Options

1. If you have any questions or concerns regarding your service, please contact our customer service department by calling our office at 706-886-4406. Customers may also email us at sales.gunbycomm@gmail.com.

2. Written complaints may be sent via U.S. mail to: GCI Broadband c/o Gunby Communications Inc, 39 Collier Road , Suite #1, Toccoa, GA 30577. The FCC has established procedures for addressing informal and formal complaints relating to its "Open Internet" rules. For information concerning these procedures, please refer to the FCC's website.

www.fcc.gov/consumers/guides/getting-broadband-qa.