

CarolinaConnect Cooperative Inc.
Robocall Mitigation Certification and Plan
February 21, 2025

CERTIFICATION

Pursuant to section 64.6305 of the Federal Communications Commission's ("Commission's") rules, CarolinaConnect Cooperative Inc. ("CarolinaConnect Cooperative Inc.") submits this document addressing its implementation of the STIR/SHAKEN call authentication framework and its plan to prevent and mitigate illegal robocalls.

CarolinaConnect Cooperative Inc. provides high speed broadband internet and VoIP phone service to business and residential customers and is considered a voice service provider under section 64.6305. Momentum Telecom, Inc. ("Momentum") is CarolinaConnect Cooperative Inc.'s underlying voice service provider. CarolinaConnect Cooperative Inc. relies on procedures, policies, and safeguards implemented by Momentum to ensure that CarolinaConnect Cooperative Inc.'s residential and business customers are sufficiently protected against illegal robocall and spoofing activities.

CarolinaConnect Cooperative is a voice provider without a STIR/SHAKEN obligation.

All calls that originate on CarolinaConnect Cooperative Inc.'s network are subject to the CarolinaConnect Cooperative Robocall Mitigation Program set forth below and the Momentum Robocall Mitigation Plan attached as an appendix.

CarolinaConnect Cooperative Inc. has not been prohibited from filing in the Robocall Mitigation Database by the Commission.

CarolinaConnect Cooperative Inc. has never been the subject of a formal Commission, law enforcement, or regulatory agency action or investigation with accompanying findings of actual or suspected wrongdoing due to transmitting, encouraging, assisting, or otherwise facilitating illegal robocalls or spoofing, or a deficient Robocall Mitigation Database certification or mitigation program.

Traceback

CarolinaConnect Cooperative Inc. is committed to cooperating with the Commission, law enforcement, and the industry traceback consortium in investigating and stopping any illegal robocallers that we learn are using our service to originate calls. CarolinaConnect Cooperative Inc. will respond fully within 24 hours to all traceback requests from the Commission, law enforcement, and the Industry Traceback Group (ITG), and cooperate with such entities in investigating and stopping any robocallers that use its service to carry, process, or originate illegal robocalls.

Identifying Information

Primary address of the provider: 254 Longs Pond Rd, Lexington, SC 29072

Other business names in use: CarolinaConnect

All business names previously used: None

CarolinaConnect Cooperative Inc. is not a foreign voice service provider.

Individual within company responsible for addressing robocall mitigation-related issues:

DeeDee K. Laramore, PO Box 1667 Lexington, SC 29071 803-785-3455,

ROBOCALL MITIGATION PLAN

STIR/SHAKEN Implementation

Momentum, CarolinaConnect Cooperative Inc.'s underlying voice service provider has fully implemented STIR/SHAKEN. Momentum authenticates CarolinaConnect Cooperative Inc.'s voice traffic using STIR/SHAKEN, providing A-level attestation for all of CarolinaConnect Cooperative Inc.'s calls.

Robocall Mitigation Program

Use of Call Analytics to Identify and Block Unlawful Traffic. In addition to implementing STIR/SHAKEN on its network, Momentum has also implemented its own call analytics to identify unlawful traffic originated by its own retail customers and the end user customers of its wholesale customers, including CarolinaConnect Cooperative Inc.. Momentum's call analytics can detect call patterns that indicate robocall activity, including, but not necessarily limited to, an unusually large number of calls from the same number, an excessive number of short duration calls, and calls that stop attempting to connect after a single ring. Momentum's call analytics also can detect where the calling number is invalid, unallocated, or on the ITG's Do Not Originate ("DNO") list. If Momentum's call analytics detect any of the above-described issues with the outbound traffic of a CarolinaConnect Cooperative Inc. end user customer, Momentum alerts CarolinaConnect Cooperative Inc.'s contact representative and asks CarolinaConnect Cooperative Inc. to investigate the issue and thereafter inform Momentum: (i) when the issue is resolved and (ii) what actions CarolinaConnect Cooperative Inc. took in resolving the issue. Upon receipt of any alert from Momentum, CarolinaConnect Cooperative Inc. conducts an immediate investigation to determine if the caller was attempting to originate unlawful robocalls. If confirmed, CarolinaConnect Cooperative Inc. will take appropriate action in accordance with its Acceptable Use Policy which may include issuance of a warning to the customer, account suspension, or account termination.

Know-our-Customer. CarolinaConnect Cooperative Inc. vets each customer upon application for service, entering new or renewal contracts, and/or provisioning network connectivity. CarolinaConnect Cooperative Inc. confirms the identity of new or renewing business customers by collecting information concerning the company name and address, physical location of the business, contact information, and the customer's Federal Tax ID, where appropriate. With respect to residential customers, CarolinaConnect Cooperative Inc. verifies customer name and address, physical service location, and contact information. CarolinaConnect Cooperative Inc. may also utilize third-party agencies to gauge credit and/or fraud risk associated with a potential business or residential customer.

Description of Contractual Provisions. CarolinaConnect Cooperative Inc.'s Terms and Conditions, which must be acknowledged by all customers prior to service initiation, include a provision requiring customers to comply with all applicable laws in connection with the customer's use of CarolinaConnect Cooperative Inc.'s services. Pursuant to the Terms and Conditions, in order to protect its network from any unlawful use, CarolinaConnect Cooperative Inc. may take action, including suspension or termination of service. All customers must also agree to abide by CarolinaConnect Cooperative Inc.'s Acceptable Use Policy, which prohibits customers from engaging in any activity, whether illegal or not, that CarolinaConnect Cooperative Inc., in its sole discretion, determines to be harmful to its subscribers, operations, or networks. To the extent a customer is found to have violated its contractual obligations, CarolinaConnect Cooperative Inc. will take action commensurate with the severity of the customer's

offense, including, but not limited to, providing the customer with a warning, suspending or terminating the customer's service, and/or reporting the misconduct to the appropriate authorities.

Know-Your-Upstream Provider. CarolinaConnect Cooperative Inc.'s sole upstream Provider is Momentum which is registered in the Robocall Mitigation Database and has fully implemented the STIR/SHAKEN framework. CarolinaConnect Cooperative Inc. relies on procedures and policies implemented by Momentum to mitigate illegal robocalls.

Momentum has confirmed it knows all of its upstream providers from which it directly receives traffic and has insight into its upstream providers' policies and procedures related to identifying and blocking unlawful robocall traffic through Momentum's review of these providers' robocall mitigation plans. Momentum also confirms that all upstream providers from which it receives traffic are listed in the FCC's Robocall Mitigation Database.

Cooperation with Traceback Group, Law Enforcement and Government Agencies. CarolinaConnect Cooperative Inc. will respond fully and in a timely manner to all traceback requests from the Commission, law enforcement, and ITG, and will cooperate with such entities in investigating and stopping any robocallers that use its network to originate illegal robocalls.

CarolinaConnect Cooperative Inc.'s underlying voice services provider, Momentum, is also committed to responding fully and within 24 hours to all traceback requests made by ITG, law enforcement authorities, and government agencies to investigate and address suspected unlawful robocalls originated or passed to Momentum. CarolinaConnect Cooperative Inc. has agreed to cooperate with Momentum in responding to ITG traceback requests, as detailed above.

CarolinaConnect Cooperative Inc. and Momentum are committed to fully complying with the Commission's robocall blocking requirements and Momentum has confirmed that it will block all calls and provider traffic that: (1) are identified in any public notice or order released by the FCC; (2) are substantially similar to the types of traffic identified in any public notice or order released by the Commission; or (3) include a caller ID number or name that is on DNO list issued by ITG. Momentum also blocks the traffic of all foreign providers and gateway providers that have not registered in the Robocall Mitigation Database.

CarolinaConnect Cooperative Inc. reserves the right to modify and/or supplement its Robocall Mitigation Plan to adapt to risks and to improve the overall effectiveness of its program.

MOMENTUM TELECOM, INC. ROBOCALL MITIGATION PLAN

Momentum Telecom, Inc. (“Momentum”) provides wholesale VoIP solutions for retail service providers and is a competitive provider of retail small business and enterprise VoIP services. The company also provides broadband monitoring, provisioning, and managed support services. In addition to implementing STIR/SHAKEN on its network, Momentum has adopted this robocall mitigation plan to take its own measures to limit the potential for the originating, carrying, or processing of unlawful robocalls from or on its network.

Know-Your Customer Policies

Wholesale Services:

Momentum vets the identity of its wholesale customers prior to entering into a contract for VoIP services. As part of this vetting process, Momentum collects the wholesale customer’s business name and address, physical location, contact information, jurisdiction of incorporation, federal tax ID, FCC Form 499 identification number and federal Universal Service Fund contributor status, and the nature of the wholesale customer’s business. This information may be provided to third party agencies to determine the credit and/or fraud risk associated with the wholesale customer. If Momentum cannot validate the customer based on the initial information provided, Momentum may require additional information to validate the customer to seek to ensure it is operating a legitimate business as a reseller or Momentum’s VoIP services. Momentum will not provide service if a new wholesale customer’s identification cannot be verified.

Momentum’s wholesale customers are expected to vet their end user subscribers consistent with the FCC’s robocall mitigation rules. Momentum will in good faith collaborate with its wholesale customers to exchange relevant information regarding efforts to reduce unlawful robocalls and respond to request from the Industry Traceback Group (ITG), as described below. Momentum’s wholesale contracts require cooperation with Momentum in responding to ITG traceback requests and prohibit the use of its services to originate unlawful traffic, as reflected in the following contract provisions:

(A) Cooperation with Traceback Requests. Customer agrees that when it is acting as an upstream provider originating traffic (hereinafter referred to as an “Originating Provider”) or upstream provider passing traffic through (hereinafter referred to as a “Transit Provider”), if it receives a request from (i) a traceback administrator authorized by the USTelecom Industry Traceback Group (ITG), (ii) Momentum, or (iii) any applicable law enforcement or regulatory authority (hereinafter referred to as a “Traceback Requestor”) for information about robocalls that have been sent to a downstream provider or received by a consumer (hereinafter referred to as a “Traceback Request”), Customer will respond to the Traceback Request in good faith within twenty-four (24) hours. Customer agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., Customer received the calls from Customer’s End User) or (ii) a Transit Provider (i.e., Customer received the calls from another voice provider). Customer shall also identify the source of the calls to Customer’s network and provide other relevant information relevant to the determination of the source, and, to the extent possible, shall further identify any other upstream providers in the call’s path. Customer agrees to share this information without requiring a subpoena or other formal demand or request. Customer is not required to respond to more

than ten (10) Traceback Requests per week from Traceback Requestor(s). In the event Customer fails to promptly respond to Traceback Requests (in no event to exceed twenty-four (24) hours), Momentum may, upon not less than fifteen (15) days' prior written notice to Customer with an opportunity to cure, terminate any services that Momentum is providing to Customer that involve the termination of Customer's IP calls, including without limitation, SIP Gateway Service, SIP Gateway Outbound Service, and Global IP Connect Service (collectively, referred to as "IP Termination Services").

(B) Customer's Upstream Providers. Customer shall require all upstream providers from whom it receives traffic to comply with the requirements of this Amendment. Customer is not required, however, to require its upstream providers to provide information directly to Momentum in response to any Traceback Request. In the event any provider in the call path refuses to respond to a Traceback Request, Customer agrees that a Traceback Requestor may provide all providers in the call path with information sufficient to ascertain the identities of all of the providers in the call path to allow each provider to enforce the traceback participation requirement directly against its upstream provider.

(C) Illegal Use of IP Termination Services. Notwithstanding anything to the contrary contained in the Services Agreement, if Momentum determines Customer's IP Termination Services are being used to support illegal robocalling activity, or Customer fails to cooperate with Momentum, to Momentum's reasonable satisfaction, in addressing robocalling activity attributable to Customer's IP Termination Services with a goal of eliminating illegal robocalls, Momentum may, upon not less than thirty (30) days' prior written notice to Customer, terminate any IP Termination Services.

To the extent a wholesale customer is found to have violated its contractual obligations for the reasons noted previously or any other reason, Momentum will take action commensurate with the severity of the wholesale customer's offense, including, but not limited to, providing the customer with a warning or terminating the customer's service.

Retail Services:

Momentum vets the identity of the customers to whom it provides retail telephone service when: (i) approving an application for service; (ii) provisioning network connectivity; (iii) entering into a contract agreement; or (iv) granting the right to use telephone number resources. Momentum collects from retail customers their name and address, physical location, contact information, and, for business and enterprise customers, their jurisdiction of incorporation, federal tax ID, and nature of business. Momentum may also utilize third-party agencies to gauge credit and/or fraud risk associated with a potential customer. Momentum's policy is to request additional information from the customer if Momentum cannot validate the customer based on the initial information provided. Momentum will not provide service if a new customer's identification cannot be verified.

Through its retail terms of service, Momentum requires its enterprise customers to comply with all applicable laws in relation to its voice services, explicitly prohibiting any abusive or unlawful use of the service:

Fair Use.

Momentum reserves the right to review usage of all its plans to ensure you are not abusing them. You agree to use the Service for normal voice or fax calls and will not employ methods or equipment to take advantage the Service by using the voice or fax services excessively or for means not intended by Momentum. If Momentum determines, in its reasonable discretion, that you are abusing its plans,

Momentum may terminate Service after providing you with thirty (30) days' written notice and reasonable proof, with the opportunity to cure. For the purpose of clarity, but in no way limiting the definition of abusive use of the Service, auto-dialers, continuous call session connectivity, fax broadcasting, fax blasting, mass calling or any other blasting activities are conclusively presumed to be abusive use of the Service. If Momentum has reasonable evidence that Customer may be in violation of the foregoing prohibitions, Momentum in its reasonable discretion may take curative action that may result in the modification, suspension or cancellation of some or all of your Service after providing you with ten (10) days' written notice with the opportunity to cure.

Prohibited Uses.

You agree to abide by Momentum's Acceptable Use Policy which can be accessed and read on our website at <https://momentumtelecom.com/acceptable-use-policy> and which is incorporated herein by reference. You shall not use the Service and the Equipment in any unlawful or improper manner, including, without limitation, conduct that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy. We reserve the right to disconnect your Service, if, after investigation and in our reasonable discretion, we determine that you have used the Service or the Equipment in any such manner. We shall use commercially reasonable efforts to provide Customer with notice and evidence of such unlawful or improper use prior to any such disconnection. Although we will limit such disconnection to the specific Customer Location(s) involved if commercially reasonable to do so, we reserve the right to disconnect Service generally as circumstances may require in our reasonable discretion. In the event of such disconnection, and upon our providing you with reasonable proof of the unlawful or improper use, you will be responsible for the liquidated damages and other charges as set forth in Section 4.4 hereof. If we believe that you have used the Service or the Equipment in an unlawful or improper manner, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, we will provide information in response to law enforcement requests, lawful government requests, subpoenas, and court orders and in the case where failure to disclose the information may lead to imminent harm to the Customer or others. Furthermore, we reserve all its rights at law and equity to proceed against anyone who uses the Service illegally or improperly. To the extent a customer is found to have violated its contractual obligations for the reasons noted previously or any other reason, Momentum will take action commensurate with the severity of the customer's offense, including, but not limited to, providing the customer with a warning or terminating the customer's service and/or reporting the misconduct to the appropriate authorities.

Use of Call Analytics to Identify and Block Unlawful Traffic

Momentum has implemented its own call analytics to identify unlawful traffic originated by its retail customers and the end users of its wholesale customers' services. Momentum's call analytics can detect call patterns that indicate robocall activity, including, but not necessarily limited to, an unusually large number of calls from the same number, an excessive number of short duration calls, and calls that stop attempting to connect after a single ring. Momentum's call analytics also can detect where the calling number is invalid, unallocated, or on ITG's Do Not Originate ("DNO") list. If Momentum's call analytics

detect any of the above-described issues, an internal report is generated that summarizes the issues presented and the applicable wholesale or retail customer that is responsible for the underlying calls. In the event that Momentum's analytics report indicates potential illegal robocall activity by a wholesale end user customer, Momentum alerts the wholesale customer's contact representative and asks the customer to investigate the issue and thereafter inform Momentum: (i) when the issue is resolved and (ii) what actions the wholesale customer took in resolving the issue. In the event that Momentum's analytics report indicates potential illegal robocall activity by one of its own retail customers, Momentum conducts its own investigation into the customer and the calls at issue. After concluding its investigation, Momentum will take action commensurate with the severity of the customer's offense, including, but not limited to, providing the customer with a warning or terminating the customer's service and/or reporting the misconduct to the appropriate authorities.

Knowledge of Upstream Providers

Momentum knows all of the upstream providers from which it directly receives traffic and has insight into its upstream providers' policies and procedures related to identifying and blocking unlawful robocall traffic through Momentum's review of these providers' robocall mitigation plans. Momentum confirms that all upstream providers from which it receives traffic are listed in the FCC's Robocall Mitigation Database.

Cooperation with the Traceback Group, Law Enforcement and Government Agencies

Momentum is committed to responding fully and within 24 hours to all traceback requests made by ITG, law enforcement authorities, and government agencies to investigate and address suspected unlawful robocalls originated or passed to Momentum. Momentum's wholesale contracts require its wholesale customers to cooperate with Momentum in responding to ITG traceback requests, as detailed above.

Momentum is committed to fully complying with the Commission's robocall blocking requirements and confirms that it will block all calls and provider traffic that: (1) are identified in any public notice or order released by the FCC; (2) are substantially similar to the types of traffic identified in any public notice or order released by the Commission; or (3) include a caller ID number or name that is on DNO list issued by ITG. Momentum also blocks the traffic of all foreign providers and gateway providers that have not registered in the Robocall Mitigation Database.