

TARIFF
OF
MILLRY COMMUNICATION, INC.

CONSISTING
OF:
SCHEDULES OF RATES,
RULES AND REGULATIONS
FOR
TELEPHONE SERVICE

ISSUED BY: Bobby Williams, Vice President

ADDRESS: Highway 17, Millry, AL 36558

APPROVED BY: ALABAMA PUBLIC SERVICE COMMISSION

TITLE PAGE

GENERAL SUBSCRIBER SERVICES TARIFF

FOR THE

STATE OF ALABAMA

This tariff contains regulations and rates applicable for the furnishing of access services which are required to be offered under tariff pursuant to ALA CODE § 37-2A-8 (1975 as amended) (the "Act") by Millry Communication, Inc., also referred to as the Company. This tariff is on file with the Alabama Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business or via the Company's website at www.millry.net.

Intrastate communications services are furnished through facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio, or a combination thereof.

EXPLANATION OF SYMBOLS

When changes are made in any Tariff page, a revised page will be issued canceling the Tariff page affected. Such changes will be identified through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued rate, regulation or text
- (I) To signify increase
- (M) To signify a move from one page to another with no change to text, regulation or Tariff
- (N) To signify new rate, regulation or text
- (R) To signify reduction
- (T) To signify a change in text but no change in rate or regulation
- (L) To signify a relocation of material with no changes
- (O) To signify a rate regulation text transferred to obsolete Tariff section
- (S) To signify matter already appearing in another part of Tariff and repeated for clarification

The preceding symbols will apply except where additional symbols are identified at the bottom of an individual page or at the beginning or end of a section or paragraph

TABLE OF CONTENTS

Section
INDEX

SECTION	1	CHARGES APPLICABLE UNDER SPECIAL CONDITIONS
SECTION	2	ETHERNET SERVICE
SECTION	3	GENERAL RULES AND REGULATIONS
SECTION	4	DEFINITIONS

GENERAL SUBSCRIBER SERVICES TARIFF

Issue Date: November 5, 2012 Effective Date: December 5, 2012
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S1. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

CONTENTS	Sheet No.
S1.1 Line Extension Charges.....	1
A. Basis for Charges.....	2
B. Non-Routine Installation or Maintenance.....	3
C. Individual Contract Basis (ICB) Arrangements.....	3
D. Underground Construction.....	3
E. Alterations.....	3
F. Exceptions to Construction Charges.....	3

GENERAL SUBSCRIBER SERVICES TARIFF

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S1. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

S1.1 LINE EXTENSION CHARGES

A. Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of (a), (b), and (c).

1. Construction charges are payable at the time the application for service is signed or when the service is rendered, as the Company, at its option, may require.
2. Customers who are receiving or who are requesting service shall be deemed to have consented to the reasonable use of their real property to construct, operate, maintain, replace, or enlarge telephone and/or communication lines, overhead or underground, including all conduit, cables, wires, surface testing terminals, markers and other appurtenances under, through, across, and upon any real property or interest therein owned or leased or controlled by said member for the furnishing of telephone or communications service to said customer, or any other customer. Upon request, the customer agrees to execute any easement or right-of-way contract on a form to be furnished by the Company.

3. Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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S1. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

S1.1 LINE EXTENSION CHARGES (Cont'd)

A. Basis for Charges (Cont'd)

3. Termination Liability (Cont'd)

b. (Cont'd)

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
2. License preparation, processing, and related fees;
3. Tariff preparation, processing and related fees;
4. Cost of removal and restoration, where appropriate; and
5. Any other identifiable costs related to the specially constructed or rearranged facilities.

B. Non-Routine Installation or Maintenance

The charges specified contemplate work being performed by the Telephone Company during the usual working hours on normal working days. When, at the specific request of the customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Telephone Company, the expense incurred by the Telephone Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.

S1. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

S1.1 LINE EXTENSION CHARGES (Cont'd)

C. Individual Contract Basis (ICB) Arrangements

ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Alabama Public Service Commission Staff on a proprietary basis. Rates may be negotiated and adjusted on an Individual Contract Basis (ICB). ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB provided to Customers will be provided on a proprietary basis to Commission Staff.

D. Alterations

The subscriber agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such changes.

E. Underground Construction

When feasible for underground construction, conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for telephone Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and any electric light or power conduit or conductor shall be in accordance with the Company's specifications.

F. Exceptions to Construction Charges

1. No construction charge is made for the provision of new pole lines or wire on public highways within the Base Rate Area.
2. Neither station installations, including drop wire, protector, or any plant within the base rate area, shall be considered as construction.

GENERAL SUBSCRIBER SERVICES TARIFF

Issue Date: November 5, 2012

Effective Date: December 5, 2012

Docket No.:

Issued by: Bobby Williams

Title: Vice President

S2. ETHERNET SERVICE

CONTENTS	Sheet No.
S2.1 GENERAL.....	1
A. General.....	1
B. Service Description.....	1
C. Service Limitations.....	2
D. Rates and Charges.....	2

S2. ETHERNET SERVICE

S2.1. GENERAL

A. Ethernet Service is a high speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds ranging from 1 Megabit per second (Mbps) to 1 Gigabit per second (Gbps), where available. Ethernet is ideal for transport of broadband multimedia traffic (i.e., voice, data and video) using variable length Ethernet packets with the ability to interconnect multiple locations using the Telephone Company's Ethernet network. Ethernet packets are transmitted using capacity on dedicated and shared transmission paths through the Telephone Company's Ethernet network to a pre-specified destination. Customers may use Ethernet to:

1. Interconnect customer designated premises (CDPs) served by the Telephone Company's Ethernet network,
2. Interconnect with its local area network (LAN) to the Telephone Company's Ethernet network and/or
3. Interconnect its CDPs to an Ethernet network located outside of the Telephone Company's serving territory.

B. Service Description

Ethernet Service is provided using a combination of Ethernet Channel Terminations, Ethernet Basic Ports and Ethernet Interoffice Transport. Ethernet Service may also be used in conjunction with Special Access High Capacity circuits, Synchronous Optical Channel Service and/or with DSL Access Services.

An Ethernet Basic Port is required to provide the interface into the Telephone Company's Ethernet network. Ethernet Interoffice Transport establishes a shared transmission path between any two Ethernet Basic Ports on the Telephone Company's Ethernet network. Ethernet Interoffice Transport can also provide a shared transmission path to connect to another telephone company's Ethernet network.

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Docket No.:

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Title: Vice President

S2. ETHERNET SERVICE

S2.1. GENERAL (Cont'd)

C. Service Limitations

The transmission quality of Ethernet is not guaranteed and is offered to Ethernet customers at a best effort level. The Telephone Company will attempt to deliver all Ethernet packets received; however, network congestion may result in a loss of Ethernet packets.

Transmission speeds may be affected by distance from the Telephone Company central office and other technical limitations in the Telephone Company's network and are also not guaranteed.

For multipoint Ethernet connections requiring the use of Ethernet Interoffice Transport, customers must designate a Telephone Company's Serving Wire Center (SWC) as the hub connection point. Once designated, the hub connection point becomes the location from which mileage is calculated to connect to all other of the Telephone Company's SWCs.

Ethernet service is provided, where available, between CDPs and designated Telephone Company SWCs. Ethernet Service will be furnished where suitable facilities exist as determined by the Telephone Company. In locations where Ethernet service is not available, special construction charges may apply.

D. Rates and Charges

The rates and charges applicable to providing Ethernet Service will be determined and applied on an Individual Case Basis ("ICB") under contract terms negotiated with the customer.

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Issued by: Bobby Williams
Title: Vice President

Docket No.:

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Communication, Inc.

Section 3

Original Contents Sheet 1

S3. GENERAL RULES AND REGULATIONS

CONTENTS Sheet No.

S3.1 Application of Regulations.....	1
S3.2 Use of Service.....	1
A. Abuse or Fraudulent Use of Service.....	1
B. Use of Service for Unlawful Purposes.....	2
C. Use of Customer Service.....	2
D. Minimum Contract Period.....	2
E. Termination of Service.....	3
F. Resale of Service.....	5
G. Restoration of Service.....	5
H. Subscriber Complaints.....	5
S3.3 Establishment and Furnishing of Service.....	6
A. Application for Service.....	6
B. Advance Payments.....	8
C. Customer Billing.....	8
D. Telephone Numbers.....	10
E. Alterations.....	11
F. Special Construction.....	11
G. Transfer of Service Between Subscribers....	12
S3.4 Establishment and Maintenance of Credit.....	13
A. Establishment of Credit.....	13
B. Deposits.....	14
C. Discontinuance of Service for Failure to Maintain Credit.....	16
D. Restoration Charge.....	17
E. Adjustments for Local Taxing Authority Payments.....	18

Issue Date: November 5, 2012

Effective Date: December 5, 2012

Docket No.:

Issued by: Bobby Williams

Title: Vice President

S3. GENERAL RULES AND REGULATIONS

CONTENTS (Cont'd)	Sheet No.
S3.5 Obligation and Liability of the Company.....	19
A. Undertaking of the Company.....	19
B. Provision of Equipment.....	20
C. Furnishing of Service.....	22
D. Maintenance and Repair.....	22
E. Liability.....	22
F. Directories.....	29
S3.6 Obligations of the Subscriber.....	35

S3. GENERAL RULES AND REGULATIONS

S3.1 APPLICATION OF REGULATIONS

- A. The regulations set forth herein apply to intrastate service and facilities furnished within the State of Alabama by Millry Communication, Inc., hereinafter referred to as the Company, subject to the jurisdiction of the Alabama Public Service Commission. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

S3.2 USE OF SERVICE

A. Abuse of Fraudulent Use of Service

1. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- a. the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service;
- b. rearrangement of, tampering with or connection of equipment to the facilities of the Company to obtain, to attempt to obtain or to assist others to obtain service without payment (in total or in part) of regular charges for the service;
- c. false representation, scheme, trick or device whatsoever intended to avoid payment (in total or in part) of regular charges for the service;
- d. the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to harass another; (T)
- e. the use of profane or obscene language;
- f. the use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers;

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S3. GENERAL RULES AND REGULATIONS

S3.2 USE OF SERVICE (Cont'd)

A. Abuse of Fraudulent Use of Service (Cont'd)

1. (Cont'd)

g. the impersonation of another.

B. Use of Service for Unlawful Purposes

All service is provided subject to the condition that it will not be used for any unlawful purpose; nor may the Telephone Company operate outside the law or allow to be operated any service or facilities belonging to the subscriber or the Telephone Company which might be or could become a danger or hazard to the employees, property, or agents of the Telephone Company or the public in general. Any damages, injuries, or harm caused by the negligence of the subscriber shall be the responsibility of the subscriber, and in no case may the Telephone Company be held liable.

C. Use of Customer Service

The service provided to the subscriber is exclusive and may not be used by another except for employees, agents or representatives of the subscriber, or members of the subscriber's domicile; nor may any subscriber charge or receive compensation from another for services or use of the facilities provided to that subscriber without the prior written approval of the Telephone Company.

D. Minimum Contract Period

1. Except as provided in this Tariff, the initial contract period will be one month.
2. For directory listings, both the initial and subsequent period will be coincident with the directory period.

S3. GENERAL RULES AND REGULATIONS

S3.2 USE OF SERVICE (Cont'd)

E. Termination of Service

1. Where the subscriber cancels an application for service prior to the start of installations of service and no costs have been incurred by the Company, no charge applies.
2. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, plus any costs incurred by the Company.
3. Installation for a subscriber is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.
4. When a subscriber cancels an order for service prior to the establishment of that service, a charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal and any service connection charges for work completed up to the receipt of such cancellation by the subscriber.
5. The Telephone Company may either suspend service or terminate the subscriber's contract without suspension of service, or following a suspension of service, sever the connection and cause any of its equipment to be removed from the subscriber's premises upon:
 - a. Abandonment of the service.
 - b. Failure of a customer to make suitable deposit required by the Telephone Company as authorized by this Tariff.
 - c. Non-payment of any sum due for exchange, toll, or other service.

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Title: Vice President

S3. GENERAL RULES AND REGULATIONS

S3.2 USE OF SERVICE (Cont'd)

E. Termination of Service (Cont'd)

5. (Cont'd)

d. Use of the service for any unlawful purpose.

e. Use of service in such a way as to impair or interfere with the service of other customers. Such improper use includes, but is not limited to, the making of nuisance calls and the use of telephone service by a customer, or with his permission, in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to any customer at or about the same time, resulting in prevention, obstructing, or delaying the telephone service of others.

f. Any other violation of the Telephone Company's rules and regulations applying to subscribers' contracts or to the furnishing of service.

6. Equipment furnished by the Telephone Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear expected.

7. If telephone service is established and it is subsequently determined that the applicant is indebted to the Company for service previously furnished or the applicant established service for former subscribers of the Company or any other telephone company who are indebted for previous service, regardless of the listing for such service, the Company may suspend or disconnect the service until satisfactory arrangements have been made for the payment of the prior indebtedness.

8. When, at the request of a customer, service is temporarily suspended (fully or partially), a service ordering charge will apply at the time of suspension.

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S3. GENERAL RULES AND REGULATIONS

S3.2 USE OF SERVICE (Cont'd)

E. Termination of Service (Cont'd)

9. In case any unauthorized attachment or connection of customer-provided communications systems is made, the Company shall have the right to disconnect the same or to suspend service during the continuance of said attachment or connection or to terminate the service.

F. Resale of Service

The resale of any service provided by the Company is not permitted except as provided elsewhere in this Tariff or as specifically authorized by the Company.

G. Restoration of Service

1. When any subscriber's service has been suspended for non-payment of any sum due the Telephone Company, as set forth in this Tariff, the service will be restored upon payment of the amount due and applicable service charges.
2. The Telephone Company reserves the right to charge a deposit as outlined in the Alabama Public Service Commission Rules and Regulations before service will be restored.

H. Subscriber Complaints

1. Informal complaints against the Telephone Company shall be made first directly to the Telephone Company. If the complainant is not satisfied with the disposition of the complaint, the subscriber or authorized representative then may file a complaint with the Commission.
2. A formal complaint or protest shall be in writing and submitted to the Telephone Company and the Commission.

S3. GENERAL RULES AND REGULATIONS

S3.3 ESTABLISHMENT AND FURNISHING OF SERVICE

A. Application for Service

1. Applications for initial telephone service must be made and executed by the applicant or an authorized agent, on the Company's standard application form and submitted by the applicant at the Company's local business office. The Company may accept written or verbal orders for additional service when, in its judgment, such procedure is warranted.
2. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company or any other telephone company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company or any other telephone company who are indebted for previous service, regardless of the listing request for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
3. The Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located telephone facilities which show evidence of tampering, manipulating, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges.

S3. GENERAL RULES AND REGULATIONS

S3.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

A. Application for Service (Cont'd)

4. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
5. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
6. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses which would have been incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

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S3. GENERAL RULES AND REGULATIONS

S3.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

B. Advance Payments

1. Applicants for telephone service are required to make, prior to the installation of the service, an advance payment in the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance. In its discretion, the Telephone Company may provide the service applied for prior to receipt of the advance payment. Such action shall not be construed as a waiver of any rights to require such advance payments for other service for the applicant or other applicants.

C. Customer Billing

1. The Telephone Company will endeavor to mail its bills for telephone service on or before the same date each month.
2. The customer is responsible for prompt payment monthly of all charges for facilities and services furnished to the customer. Charges are payable at the Telephone Company's business offices or at any agency authorized to receive such payments. If verbal or written objection is not received by the Telephone Company within ten (10) business days after the bill is presented, the account shall be deemed correct and binding upon the subscriber.
3. Recurring charges shall be billed monthly in advance. Nonrecurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. Special billing may be made by the Telephone Company to any subscriber where the total amount due the Telephone Company becomes unusually high without valid reason, or when the subscriber cancels service.

S3. GENERAL RULES AND REGULATIONS

S3.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

C. Customer Billing (Cont'd)

4. A late payment charge of 1½ percent applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full by the subsequent billing date. The 1½ percent charge is applied to the total amount carried forward and is included in the total amount due on the subscriber's current bill.
5. A delinquent account will subject the customer's service to temporary or permanent disconnection, pursuant to the provisions of this Tariff.
6. All billings presented for payment by the Telephone Company will show the type of service rendered, the related charges, and the total bill for such service.
7. For local service outages properly reported by the subscriber and for which the subscriber is not at fault, an adjustment to the regular monthly service charge is allowed at the subscriber's request as follows:
 - a. No allowance is given for a service outage whose duration is less than forty-eight (48) hours after receipt of the outage notice from the subscriber. For outages greater than forty-eight (48) hours, an allowance equal to 1/30 of the regular monthly recurring charges shall be made for each 48 hours service remains unusable; except that the total allowance may not exceed the regular monthly recurring charges for service.
 - b. Refunds will be computed by the Telephone Company or the subscriber may request a refund specifying the outage period, date and time of restoration. The Telephone Company will, upon verification, make appropriate adjustments in its next regular billing.

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S3. GENERAL RULES AND REGULATIONS

S3.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

C. Customer Billing (Cont'd)

8. When a bona fide dispute exists as to any aspect of the bill between the customer and the Telephone Company in attempting to arrive at an amiable settlement, the customer will be given the name and address of the Alabama Public Service Commission. A toll free number for the Commission is located in the front of the telephone directory. The customer will also be advised that he may request intervention of that body in the dispute. If the customer does file a complaint with the Commission, all action to disconnect his service will be withheld until the dispute can be adjudicated by the Commission.
9. Charges for company services offered under this Tariff are covered in other portions of the Tariff and consist of nonrecurring charges for installation and certain administrative expenses; monthly recurring charges for line services and supplemental equipment; and charges for use of public pay station service.

D. Telephone Numbers

1. The customer has no property right to the telephone number nor any right to continuance of service through any particular central office.
2. The Company reserves the right to change the customer's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.

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Title: Vice President

S3. GENERAL RULES AND REGULATIONS

S3.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

E. Alterations

The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's equipment; and the customer agrees to pay the Company's current charges for such changes.

F. Special Construction

1. Private property

The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

2. Underground

a. Conduit used for Telephone Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and any Electric Light or Power Conduit or Conductor shall be in accordance with the Company's specifications and the National Electrical Safety Code. The customer shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the customer or his representatives or from freezing or improper drainage.

S3. GENERAL RULES AND REGULATIONS

S3.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

G. Transfer of Service Between Subscribers

1. When a change of occupancy or legal responsibility takes place on any premise served by the Telephone Company, notice shall be given within a reasonable time prior to such change. The outgoing subscriber is responsible for all service charges until such notice has been properly transmitted, received and processed by the Telephone Company. If the incoming subscriber desires to continue the existing service and keep the same telephone number of the previous subscriber, he must make timely application to do so and assumes full responsibility for all billings received from the date of the change of occupancy. When the date of change of occupancy does not coincide with the billing cycle date of toll and other services, it is the responsibility of the involved customers to split the billing between themselves. No service under this section shall be provided for the incoming subscriber until all his prior indebtedness has been resolved to the satisfaction of the Telephone Company.
2. In the event a home changes ownership during the period and a special contract or unpaid construction charges remain, the present owner must arrange to satisfy the present agreement with the Telephone Company or make arrangements satisfactorily to the Telephone Company for a new owner to assume the obligation for the balance of the obligation.
3. All such notices shall be made in person or in writing. Telephone communications shall not be considered proper notice. The Telephone Company is not responsible for errors, delays or expense resulting from procedures other than those defined in this Tariff.
4. Continuance of existing service is conditioned upon the acceptance of the present arrangement of services, including directory advertising.

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Title: Vice President

S3. GENERAL RULES AND REGULATIONS

S3.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT

A. Establishment of Credit

1. Customer credit will be deemed established if:
 - a. The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
 - b. The applicant pays a cash deposit subject to proof that applicant is not indebted to the Company, in accordance with APSC Rule 12.
 - c. The applicant's Credit Bureau rating is satisfactory.
2. Customers are rated by the Company for credit purposes.
3. Original ratings are determined by the Company from information provided by various Credit Bureaus.
4. Monthly numerical ratings are recorded by the Company each month for each customer. The monthly rating reflects the customer's payment and treatment record for that month.

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S3. GENERAL RULES AND REGULATIONS

S3.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

B. Deposits

1. The Telephone Company may, subject to an Applicant's establishment of credit and in order to safeguard its interest, require the applicant or subscriber to make a suitable deposit to be held by the Telephone Company as security for payments due for service rendered.
2. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation. Neither does it constitute a waiver or modification of the regular practice of the Telephone Company providing for discontinuance of service for nonpayment of any sums due the Telephone Company.
3. The amount of the initial required deposit shall not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance. If, after ninety days service, the actual deposit is found to be greater than such amount, the Company will, upon request of the subscriber to the Company, promptly refund the difference.
4. The Company may require, upon reasonable written notice of not less than fifteen (15) days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. In the event the customer has had service less than ninety (90) days, then the Company will base its additional deposit upon the actual average monthly billing available.

S3. GENERAL RULES AND REGULATIONS

S3.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

B. Deposits (Cont'd)

5. Deposits shall be automatically refunded to the customer after twelve (12) consecutive months of prompt payment. Prompt payment shall be construed to mean that a customer has not received two or more late payment notices within the preceding twelve (12)-month period.
6. Deposits held by the Telephone Company shall bear a simple interest at the rate of seven percent (7%) per annum accrued from the date the deposit is received. The interest shall be paid by credit to the subscriber's account, and such payments shall be made annually. No interest shall be paid on deposits held by the Telephone Company for a period less than one-half month.
7. The Telephone Company will maintain records indicating the names of customers having deposits on file, the premises occupied by a customer at the time deposit was placed, the date and amount of the deposit, and a record of all transactions concerning each customer deposit.
8. Receipts of deposit will be issued to each customer. These receipts contain the notice that, after ninety (90) days' service, the subscriber is entitled to refund of any deposit over and above an amount equal to the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance.
9. The amount of deposit, plus any interest applicable, may be refunded by the Telephone Company at any time, or if on deposit when the contract is terminated, the deposit plus any interest due will be applied to an indebtedness due the Telephone Company for telephone service charges under the contract. In the latter case, refund to the customer will be made no later than sixty (60) days after service has been discontinued.

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Title: Vice President

S3. GENERAL RULES AND REGULATIONS

S3.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

C. Discontinuance of Service for Failure to Maintain Credit

1. Under the Company's collection practices, the service of all subscribers is subject to suspension for non-payment of exchange or toll service, or both, after the bill has been declared delinquent; provided, however, that the Company shall first give the subscriber five (5) days' notice in writing of its intention to suspend service.
2. After an initial disconnect notice, the Company is not required to give the customary five (5) days' suspension notice if a check or draft written for the payment of toll service or subscriber service is returned by the bank on which it is written because of insufficient funds, account closed, account garnished, signature not authorized or no account.
 - a. When a check or bank draft written to the Telephone Company is returned to the Company by the bank upon which the check or draft is written because of any reason listed above, the Telephone Company will charge a service charge of \$30.00 for re-depositing and reprocessing the subscriber's payment. The resultant service charge shall be billed to the customer on the Telephone Company's next regular billing period. (I)

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S3. GENERAL RULES AND REGULATIONS

S3.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

D. Restoration Charge

1. In the event service is temporarily suspended for non-payment, such service will be restored upon payment of all charges due.
2. A Restoration Charge per central office line will apply.
3. The Telephone Company reserves the right to charge a deposit as outlined in this Tariff before service will be restored.
4. Customers not reconnected within thirty (30) calendar days from date of suspension will be treated as new customers and appropriate service charges and a new deposit will apply.

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S3. GENERAL RULES AND REGULATIONS

S3.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

E. Adjustments for Local Taxing Authority Payments

1. Taxes which are levied on the Telephone Company for direct charge to the subscriber, such as sales and Federal excise taxes, shall be added to the subscriber's monthly billing as a surcharge.
2. In the event any taxing authority imposes, collects or receives from the Company any license, occupational, franchise, privilege, inspection or other similar tax or fee, or otherwise, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, or otherwise, the amount of such tax or fee will be billed, insofar as practical, pro rata to the customers receiving exchange service within such county or territory of other local taxing authority.
3. In order to avoid changing such pro-rated charges to customers monthly, an annual determination of the per-customer proration shall be made at an appropriate date each year and that charge shall apply to all customers for the ensuing twelve (12) months.
4. Nothing in this Tariff shall prohibit the billing to customers of the amount of the tax or fee imposed by any such taxing authority which is in effect at the time of the filing of this Tariff or of future payments to such taxing authority in the same or smaller amounts.

S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY

A. Undertaking of the Company

1. The Telephone Company does not transmit messages, but offers the use of its facilities for communications between patrons. If, because of transmission difficulties, the operation, or order to accommodate the subscriber, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstanding that may arise between subscribers because of the errors.
2. The Telephone Company shall make its services available to applicants, without discrimination and in accordance with applicable Federal, State and local laws and its approved tariffs, as a regulated public utility under the jurisdiction of the Alabama Public Service Commission.
3. A properly identified employee of the Telephone Company shall have access to the premises of a subscriber at all reasonable times for the purpose of conducting telephone business.
4. If, after a reasonable effort and proper notice on the part of the Telephone Company, access cannot be gained to the premises, the Telephone Company may discontinue service if there is a requirement to do so until such access can be gained.
5. If access cannot be gained to retrieve Company station equipment, the equipment charge will continue until such equipment is retrieved or the cost of the station equipment may be added to the subscriber's bill.

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S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

A. Undertaking of the Company (Cont'd)

6. Priority of Service. The Company may not discriminate in regard to service provided for any customer. Normal service is provided in chronological order, however, during periods of public emergencies or when the full capacity of the Company services are not available, the Company will endeavor to provide whatever limited service possible and on a priority system based on a current analysis of the best interests of the public.

B. Provisioning of Equipment

1. All equipment necessary for the provision of a given service will be furnished by the Company or by the customer except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer on his premises in suitable outlets when required.
2. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company; whether physically, by induction, acoustically or other; except as provided in this Tariff or as otherwise authorized in writing by the Company. In case any such authorized attachment or connection is made, the Company shall have the right to remove or disconnect the same or to terminate the service.
3. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company, provided any such device so used does not:

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S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

B. Provision of Equipment (Cont'd)

3. (Cont'd)

- a. endanger the safety of Company employees or the public;
- b. damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;
- c. interfere with the proper functioning of such equipment or facilities;
- d. impair the operation of the communication system;
- e. otherwise injure the public in its use of the Company's services.

4. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a recording device or use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

C. Furnishing of Service

Basic local exchange telephone service is available to the general public through the facilities owned and operated by the Telephone Company in accordance with this Tariff.

D. Maintenance and Repair

The Telephone Company shall maintain all Telephone Company owned facilities which it furnished to the subscriber. Facilities no longer meeting acceptable standards will be repaired or replaced without charge to the customer, provided easement and rights-of-way, as required, have been furnished to the Telephone Company.

E. Liability

1. Company Liability.

- a. Due to the fact that the customer has exclusive control of his communications over facilities furnished him by the Company, and of the other uses of facilities furnished him by the Company, and because of inevitability of errors incident to the services and the use of such facilities of the Company, the services and facilities furnished by the Company are subject to terms, conditions and limitations as herein specified.

S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

1. Company Liability (Cont'd)

b. The Company's liability for damages arising from an interruption to the service, which is not due to the negligence or willful act of the subscriber, or of the Company, in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall not exceed a pro rate adjustment of the fixed monthly charges for the service and facilities rendered useless and inoperative during the period of said interruption, providing the period of interruption is greater than 48 hours after being reported to, or discovered by the Company. Every month is considered to be thirty (30) days.

c. The customer indemnifies and saves the Company harmless against claims for libel, slander or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with facilities of the Company, apparatus and systems of the customer; against all other claims arising out of any act or omission of the customer connection with facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

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S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

1. Company Liability (Cont'd)

d. No liability shall attach to the Company for damages alleged to have arisen from the use of the Company's service and equipment in explosive atmospheres. The Company may refuse to provide, maintain or restore service in such atmospheres or at outdoor or other locations, which in its judgment, are not suitable for the location of its service and facilities. When such protective equipment or special device, as may be available for use in such locations is subscribed for, the Company will provide such protective equipment upon the express condition that protection is not guaranteed and that no liability shall attach to the Company for any damage alleged to have arisen in connection with the use of such equipment.

2. Limits of Company Liability.

a. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous telephone service to the subscriber but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.

S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

2. Limits of Company Liability (Cont'd)

- b. When, in the judgment of the Company, the continued provision of telephone service becomes unsafe; or where Federal, State or local regulations place operational restrictions upon the Company because of unsafe or hazardous situations; or other unusual conditions including strikes or lockouts; service as provided for in this Tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.
- c. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least inconvenience to the customer.
- d. The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's instruments, apparatus and associated wiring thereon, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

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S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

2. Limits of Company Liability (Cont'd)

e. The subscriber's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective, and the conditions of this Tariff. The Telephone Company does not express, imply or warrant the adequacy, safety or other characteristics of subscriber-owned or operated equipment by virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for subscriber-owned and maintained equipment which causes or may cause a hazardous, unsafe or dangerous conditions, or threatens the health of others, even though such facilities were inspected by the Company.

3. Limited Facilities.

The rights to line extension facilities constructed at cost for a subscriber shall terminate and such facilities may be immediately available for other service requirements:

a. Upon discontinuance of service.

b. Upon exceeding ten (10) or more days of temporary disconnect for non-payment.

4. Availability of Facilities. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, circuits and equipment.

S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

5. Use of Facilities of Other Connecting Carriers. When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.
6. Service at Outdoor Locations. The Company will refuse to provide, maintain or restore service at outdoor locations unless customer agrees in writing to indemnify and save harmless the Company from and against any and all loss or damage that may result to telephones, apparatus, wiring or other equipment furnished by the Company at such locations.
7. Period for the Presentation of Claims. The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty (60)days after the alleged delinquency occurs.
8. Performance of the Telecommunications Network. Satisfactory Performance of the Telecommunications Network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure each continuing compatibility, network control signaling in the furnishing of Exchange Telecommunications Service shall be performed by equipment furnished, installed and maintained by the Company or by the customer.
9. The Company shall not be responsible for the subscriber's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the subscriber's neglect.

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S3. GENERAL RULES AND REGULATIONS

S3.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

10. Protection of Company Facilities

a. All facilities of the Company, including telephone numbers and directories, provided and necessary for service to the subscriber, are the property of the Company and may be removed or changed by the Company at any time if there is a requirement to do so; or upon the termination of an agreement for its maintenance; or discontinuance of service. The subscriber has no proprietary right to telephone numbers and the Company may alter or change telephone numbers and other designations which, at its sole discretion, may be required to meet service demands. The subscriber is responsible for the safekeeping of all property of the Company on its premises and shall take all reasonable precautions against unlawful interference with such facilities. The subscriber may not connect to, interfere with or alter the facilities used in connection with telephone service or permit connection to, interference with, or alteration by any persons other than as outlines in this Tariff. The subscriber shall be responsible for any damages to Company property caused by or permitted directly or indirectly by the subscriber or his agent.

b. Unauthorized attachments to facilities provided to the subscriber may be removed by the Company without notice. Where it can be reasonably determined that the subscriber intended to defraud or avoid payment to the Company, complete telephone service may be revoked and the subscriber may be held liable for back charges to the original installation of the unauthorized devices, as though the Company had installed the service.

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S3. GENERAL RULES AND REGULATIONS

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

F. Directories

1. The Company provides the subscriber with one copy of the telephone directory for each access line at no charge. Additional directories may be purchased upon request, subject to availability at the rate specified in the National Directory price list.
2. Telephone directories are furnished subscribers to help in using the service, and remain the property of the Telephone Company and may be collected when new directories are issued, or when service is terminated.
3. Directory Errors and Omissions.
 - a. The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to direct damages, which shall not exceed the greater of total charges applicable to the service for one (1) year.
 - b. The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

S3. GENERAL RULES AND REGULATIONS

S3.6 OBLIGATION OF THE SUBSCRIBERS

A. General

1. Subscribers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the subscriber of his financial obligation. Payments may only be made directly to the Company business office, in person or by mail in accordance with the Tariff rate section contained herein.
2. Only properly appointed and identified employees of the Company located at the business office where bills are paid, the President, or its special agent acting to collect past due accounts are authorized to receive subscriber payments. No maintenance personnel or other employee of the Company may represent themselves as authorized recipients of payments for any telecommunication services provided. Any subscriber who believes that an employee of the Company has collected or attempted to collect payments or any sums of money outside the proper channels provided herein, shall bring such information to the attention of the Company at once.
3. In no case shall a subscriber be required to pay any sum to any employee of the Company or to anyone alleging to be agents of the Company except as provided herein. Any subscriber who makes such unauthorized payments may still be obligated to pay the Company if the Company is unable to recover all or part of such sums takes by unauthorized persons.
4. The subscriber may not replace, rearrange, connect to, or attempt to repair any Company-owned equipment installed or placed on his premises, or apparatus connected to such equipment, without written consent of the Company. In the event a subscriber tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. Damages arising or associated with such actions shall be the liability of the subscriber.

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S3. GENERAL RULES AND REGULATIONS

S3.6 OBLIGATION OF THE SUBSCRIBERS (Cont'd)

A. General (Cont'd)

5. The subscriber is responsible for damages to the facilities of the Company caused by negligent or willful acts of the subscriber or his authorized agents and users, including the reimbursement to the Company for any losses through theft, fire, or vandalism occurring as a result of such neglect.
6. The subscriber is responsible to maintain clean, safe, and hazard free working conditions, environment and equipment for the employees, equipment and agents of the Company. In no case is the Company required to work in an unsafe and hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.
7. The subscriber is responsible for all installation, operation, maintenance and compliance to all laws, rules and regulations for equipment and facilities provided by the subscriber for interconnection with the Company's facilities in accordance with the rules governing customer owned and maintained equipment. Any damage or harm caused by subscriber actions or failure to act on the subscriber side of the point of interconnection shall in no way be a liability of the Company.

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Title: Vice President

S4. DEFINITIONS

CONTENTS	Sheet No.
S4.1 Definitions.....	1

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Communication, Inc.

Section 4
Original Sheet 1

S4. DEFINITIONS

ACCESS LINE: The Telephone Company line from the central office switching point up to and including the termination of the customer's premises in either a protector or other point of demarcation.

ACCESSORIES: Devices attached to, or used with, the facilities furnished by the Telephone Company and which are independent of, and not electrically, acoustically or inductively connected to the communication path of the telephone system.

ACTUAL COSTS: The cost of materials, labor and necessary overhead actually incurred by the Telephone Company to complete a particular project or task.

ADDITIONAL LINE: A circuit connecting a station with another station.

AIRLINE MILEAGE: The shortest distance between the points involved.

APPLICANT: An individual applying for or requesting provision of telecommunications service in accordance with this Tariff.

AUXILIARY LINE: An additional and independent telecommunication channel from the central office to the same premises as the main line and associated therewith.

BASE RATE: A schedule rate for any form of exchange service which does not include mileage charges.

BASE RATE AREA: The developed sections which are a part of or contiguous to the community in which the exchange is located as set forth in the telephone utility's tariffs and within which specified area local exchange service is furnished at uniform rates without mileage or zone rate charges.

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S4. DEFINITIONS

BUILDING: A structure under one roof, or two or more structures under separate roofs but connected by an enclosed passageway through which wires may be safely run.

BUSINESS OFFICE: The office of the Telephone Company which handles subscriber billing collections and public requests for service.

CALL: An attempted or completed communication.

CENTRAL OFFICE: The location of the Telephone Company's switching equipment and where an individual telephone station may be switched and connected to another.

CENTRAL OFFICE EQUIPMENT: Switching, transmission and power equipment located within a central office for the purpose of connecting local, EAS and toll calls.

CENTRAL OFFICE LINE: A circuit directly connecting an individual line or party line with a central office.

CENTRAL OFFICE WORK CHARGE: The charge for work associated with the central office applicable for functions required within the central office.

CHANGE: Revisions in telephone service, lines or equipment subsequent to the establishment of such services, lines or equipment, and also to rearrangements of outside or inside wiring (including house cable which does not involve moves, at the customer's request).

CHANNEL: A path for communication between two or more stations or Telephone Company offices, furnished in such a manner as the Telephone Company may elect, whether by wire, radio or a combination thereof.

CLASS OF SERVICE: A description of telecommunications service furnished a subscriber which denotes such characteristics as nature of use (Residence). Classes of service may be sub-divided in "grades", such as individual line or party line.

COMMISSION: Alabama Public Service Commission.

COMMUNICATIONS SYSTEM: Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or deregulated Company provided stations.

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Title: Vice President

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Communication, Inc.

Section 4
Original Sheet 3

S4. DEFINITIONS

COMPANY: Wherever used in this Tariff, refers to Millry Communication, Inc., unless the context clearly indicates otherwise.

CONNECTING ARRANGEMENTS: The equipment provided by the Telephone Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Telephone Company.

CONNECTING COMPANY: A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

CONSTRUCTION CHARGE: A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the service order schedule.

CONTIGUOUS PROPERTY: The land, including any building or buildings thereon, occupied or used in the conduct of one establishment, throughout which there is general access without the necessity of crossing land used publicly or privately by others. Contiguous property has a single mailing address.

CONTINUOUS PROPERTY: The plot of ground, together with any buildings thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others. Where a customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the customer furnished all local distribution pole line facilities or underground conduit required in connection therewith.

CONNECTING TERMINAL: The connecting point between the Telephone Company's exchange plant and the equipment located on the customer's premises.

CONSTRUCTION: All activities required by the Telephone Company in order to initiate, rearrange, discontinue or otherwise provide or modify service or facilities provided to the subscriber.

COST: The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Communication, Inc.

Section 4

First Revised Sheet 4

S4. DEFINITIONS

CUSTOMER: The person responsible for the payment of charges and compliance with the regulations of the Telephone Company. May be different from the user. (See User.)

DATE OF PRESENTATION: The date upon which a bill or notice is mailed. In case of a hand delivered special bill or notice, the date of presentation is the date delivered.

DEMARCATIION POINT: The point of physical interconnection between the telephone network and the customer premises wiring. This is part of the telephone network and maintained by the Telephone Company.

(D)

(D)

DIRECTORY LISTINGS: Information contained in the Telephone Company-owned telephone directory or directory assistance records, where telephone users may obtain the telephone number of listed subscriber stations.

DISCONNECT: Discontinuance of telephone service made at the request of the subscriber or at option of the Telephone Company for nonpayment of service or other valid reasons; the facilities so disconnected by the Telephone Company may be made immediately available for use by another subscriber.

DROP WIRES: Wires between the distribution wire or cable terminal and the point of entrance to the building in which the subscriber's telephone service is located.

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S4. DEFINITIONS

EMERGENCY: A situation or condition, as determined by the Telephone Company, which demands immediate attention and requires substantial change from the normal conduct of utility business and which left unattended could seriously threaten the public safety.

EXCHANGE: The areas authorized by the Commission for the administration of communication service by the Company.

EXCHANGE MESSAGE: A completed telephone call or telephonic communication between exchange stations in the same local service area.

EXISTING CUSTOMER: Reference to existing customer means customer as of the date of this Tariff.

FACILITIES: All property and means owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service.

S4. DEFINITIONS

INITIAL SERVICE PERIOD: The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

INSTALLATION: Any activity required by the Telephone Company in order to initiate, rearrange, delete or otherwise provide or modify service or facilities for use by the general public.

INSTALLATION CHARGES: An initial, nonrecurring charge made under certain conditions to cover all or a portion of the cost of installation of telephone service. The payment of an installation charge gives the subscriber no ownership wholly or in part to the property installed.

INTERCONNECTIONS: A term used to indicate the connection of customer-provided communicating device with the facilities owned by the Telephone Company.

INTERFACE: That point on the premises of the subscriber at which facilities owned by others is connected to Telephone Company facilities.

LINE EXTENSION: The outside plant required in addition to existing facilities to render telephone service, exclusive of instruments.

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S4. DEFINITIONS

MESSAGE: A completed subscriber telephone call.

MESSAGE UNIT: A unit charge established for calls within the local service area as provided in the Subscriber Services Tariff.

MINIMUM CONTRACT PERIOD: The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

MISCELLANEOUS SERVICE: Service not regularly furnished with the various classes of exchange service.

MOVE: A transfer of telephone service from one location to another on the same premise where there is no interruption of service other than is incident to the work involved. Transfers of telephone service from one premise to another, or from location to another on the same premise involving a break in the continuity of service and resulting in cessation of local service charges but not considered as moved but as new service and service charges that may be applicable.

MOVE OR CHANGE CHARGE: Initial nonrecurring charges made for a change of location or type of equipment on the same premises made at the subscriber's request where there is no interruption of service other than incident to the work involved and which is not initiated by the Telephone Company or required for the proper maintenance of the equipment or service.

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S4. DEFINITIONS

NETWORK CONTROL SIGNALING UNIT: The terminal equipment furnished, installed, and maintained by the Company for the provision of network control signaling.

NETWORK INTERFACE DEVICE (NID): A standard FCC Registration Program jack or equivalent that is installed by the Telephone Company as part of the network access line on a customer's premises at a location determined by the Company which is accessible to the customer and consistent with FCC Registration regulations governing the location of the network interface. The network interface is located on the customer's premises and serves as the point of connection for all premises services to the telecommunications network.

NETWORK TERMINATING WIRE: Wire installed for network service for a specific customer and used to connect the intrabuilding network cable or the outside plant distribution facilities to the Network Interface.

NEW SUBSCRIBER: Applicants having no basic monthly service or those subscribers changing service premises.

NORMAL WORKING SITUATION: Those situations which can be reasonably anticipated by the Telephone Company, planned for in advance and handled as a part of the usual day-to-day operations, without requiring substantial deviation from standard operating practices.

PREMISES: The building, portion or portion of a building on continuous property used and/or occupied at one time by the customer as a residence. Where floor space adjoining building is made continuous at one or more floor levels, all floor space in both buildings is considered the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

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S4. DEFINITIONS

PREMISES WIRE: All wiring within the same building or between buildings on the same continuous property of a customer and located on the customer's side of the network interface. In the absence of a network interface, all wiring on the customer's side of the first point of connection at a customer's premise.

RESTORATION CHARGE: A charge applying to restore service following a temporary suspension of such service for nonpayment of charges.

ROUTE MILEAGE: The distance measured along the route of the circuit between any two or more given points on that circuit.

SERVICE CHARGE: A nonrecurring charge applying to the establishment of telephone service for a subscriber and subsequent alterations to that service.

SERVICE CONNECTIONS: The establishment of telephone service, lines or equipment for a customer, and transfers of telephone service, lines or equipment from one premises to another or noncontiguous property subsequent to the establishment of such service lines or equipment for a customer.

SERVICE ORDER CHARGE: A charge made to offset the cost of establishing or changing a subscriber service.

SERVICE POINT: Used in connection with customer-owned communications, the point on the customer's premises where customer-provided equipment connects with the facilities of the Telephone Company.

STATION: Each telecommunications instrument location on the premises of a subscriber or authorized user and connected for his benefit.

SUBSCRIBER: See "Customer".

S4. DEFINITIONS

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TARIFF: The entire embodiment of the rules, regulations, definitions and charges under which service is provided within the service area of the Telephone Company. This Tariff is a contract between the Telephone Company and its subscribers binding on both and approved by the Commission.

TARIFF SHEET: An individual sheet of the Telephone Company's tariff.

TELECOMMUNICATIONS SERVICES: The provision of facilities for the transmitting and reception of messages, impressions, pictures and signals by means of electricity, electromagnetic waves, and any other kind of energy, force variations, or impulses whether conveyed by cable, wire, radiation through space, or transmitted by means of other media within a specific area or between designated points.

TELEPHONE COMPANY: See "Company".

TELEPHONE NUMBER: A designation assigned to a telephone station for placing calls to the telephone station for identification in the assessment of message charges, etc.

TERMINATION CHARGE: A special charge applied under certain conditions defined in a special contract with the subscriber when service is terminated by the subscriber before the expiration of the minimum contract period. Termination charges shall be specified in the written agreement and known in advance by the subscriber.

TERMINAL: A point at which a circuit element may be directly connected to one or more other elements.

TERMINAL EQUIPMENT: All equipment provided by common carriers and located on customer premises, except over voltage protection equipment, to deliver multiple channels to the customer.

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S4. DEFINITIONS

UNDERGROUND SERVICE CONNECTION: A customer's "drop" wire which is run underground from a pole line or an underground distributing cable.

USER: The user of a service regardless of the identity or location of the subscriber or customer of the service.

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