

MILLRY COMMUNICATIONS' BROADBAND INTERNET ACCESS SERVICE TRANSPARENCY DISCLOSURES

Pursuant to the terms and conditions of Millry Communications' Service Application, Price List, and Acceptable Use Policy, Millry Communications provides telecommunications, information and other services to its customers through Millry Corporation, Millry Communication, Inc., Millry Telephone Company, Inc., and those of its subsidiaries, affiliates and any other person or entity doing business as Millry Communications. Millry Communications offers high-speed Broadband via DSL and Ethernet services for Internet access via its own network facilities, in conjunction with an unaffiliated third party.

In addition, Millry Communication, Inc. is an authorized licensee of ViaSat, Exede & Wildblue (Satellite) [Brands that are all offered by a single licensor] which is a satellite Internet services provider, and offers High-Speed Internet access service to users. This service is offered as an alternative to land-line Digital Subscriber Line ("DSL") service for customers who are outside the workable range for DSL and includes several information related services, such as Internet access, World Wide Web website hosting arrangements, and other online and Internet-related services. All disclosures that are specific to this product offering can be found at <https://www.viasat.com/sites/default/files/media/documents/network-management-policy-wb.pdf> Millry Communications' has no input/control in the Network Management or the Performance Characteristics of this service offering. By contract, this is a licensed service offering. All commercial terms and pricing for services is included within this document.

I. Network Management Practices

a.) Congestion Management

In order to offer consumers affordable broadband service, all broadband providers make their services available over "shared" rather than "dedicated" networks. While shared networks typically cost less to build and operate, they are also more prone to congestion. Some consumer broadband services, like cable modem and mobile wireless service, are shared all the way from the consumer to the Internet, while other services, like DSL, are only partially shared because they offer a dedicated link over the "last mile" to the consumer. With any shared network, some limitations on the uses individual subscribers make of their service are inherently necessary to ensure that all customers collectively receive an acceptable level of service. Absent such limitations, excessive or inappropriate usage by a minority of users can negatively affect the Internet experience of all users.

Millry Communications uses various tools and techniques to manage its network and deliver its services. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (ii) temporarily delaying peer-to-peer sessions (or sessions using other applications or protocols) during periods of high network congestion, (iii) limiting the number of peer-to-peer sessions during periods of high network congestion, and (iv) using other tools and techniques that Millry Communications may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

b.) Specific Applications / Device Attachments

As long as there is no interference with other customers Internet access services, any customer can utilize any application or device that the customer chooses.

It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a wireless router if you intend to use the Internet Service on multiple devices and are not receiving a Millry WiFi Modem, or another device that provides for wireless connectivity) required to access the Internet Service.

c.) Security Measures

Millry Communications regularly monitors the technical performance of its network to provide a secure, high-quality broadband experience, and it will act to minimize the impact of threats to the security of the network – including threats posed by viruses, worms, spyware and spam – that could lead to congestion and degraded performance. None of the security measures intended to prevent the spread of viruses, malware, spam or other threats to consumers should prevent you from running a mail server or web server using the broadband connection; however, Millry Communications is not required to disclose internal network security measures, such as routing security practices, that do not directly bear on a consumer's choices regarding Internet access or services.

You are solely responsible for the security of any device you choose to connect when using Millry Communications' services, including any data stored on that device. You assume any and all risks relating to the security of your communications, data and network and its potential access by others, including, but not limited to, the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You must take reasonable measures to protect the security of any such connected equipment, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computers from malicious programs. In the event of a malicious program infecting your computer that causes a violation of Millry Communications' Acceptable Use Policy, as found at www.millry.net/usage.pdf, Millry Communications may suspend your service until the problem is resolved; however, you will remain fully liable for all applicable monthly fees and charges during any period of suspension.

d.) Blocking

Millry Communications is committed to providing high-quality Internet access services and being a responsible member of the Internet Community. With regard to the above-referenced Internet access services, Millry Communications does not block lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with Millry Communications' voice services.

e.) Discrimination

Millry Communications does not unreasonably discriminate in transmitting lawful network traffic, including traffic provided by its subsidiaries or affiliates.

II. Service Descriptions and Performance Characteristics

One of the challenges associated with providing broadband Internet access is the fact that the end-to-end Internet throughput that customers experience – that is, the average rate of successful message delivery over the service connection, usually measured in bits per second (bit/s or bps), and sometimes in data packets per second or data packets per time slot – is largely outside the control of individual broadband providers like Millry Communications. A myriad of factors ranging from the capacity of content providers' servers and connections, to the performance of a user's own computer, can affect throughput. As a result, no provider can guarantee the end-to-end throughput speed across the Internet that a consumer will receive. Thus, when Millry Communications offers service at a given speed, we are referring to the speed capability we provide to a customer's home, rather than the speed at which the customer's computer exchanges packets with other Internet end points. Millry Communications provides broadband service in discrete, non-overlapping speed tiers. Millry Communications will strive to provide service within the speed tier that you purchased; if we find that we are not providing service within the ordered speed tier, Millry Communications will take action either to bring the service within the ordered tier or give you an option to move to a different tier.

a.) Millry Communications' Digital Subscriber Line (DSL) service provides digital data transmission over telephone wires, enabling simultaneous use of the telephone and data. It may be ordered separately or bundled with other telecommunications services, at a discounted rate. Millry Communications offers the following residential DSL services:

RESIDENTIAL RATES

4.0 DSL – transmits up to 4.0 Megabytes (MB) per second downstream and up to 1 Megabyte (MB) per second upstream ... \$37.95 per month

6.0 DSL – transmits up to 6.0 MB downstream and up to 1.0 MB upstream... \$42.95 per month

8.0 DSL – transmits up to 8.0 MB downstream and up to 1.0 MB upstream... \$47.95 per month

8.0/2.0 DSL transmits up to 8.0 MB downstream and up to 2.0 MB upstream... \$67.95 per month

10.0 DSL – transmits up to 10.0 MB downstream and up to 1.0 MB upstream... \$52.95 per month

15.0 DSL – transmits up to 15.0 MB downstream and up to 1.0 MB upstream...\$62.95 per month

20.0 DSL – transmits up to 20.0 MB downstream and up to 1.0 MB upstream... \$77.95 per month

25.0 DSL - transmits up to 25.0 MB downstream and up to 3.0 MB upstream...\$84.95 per month

Base Pricing (additional packages including these basic services may be offered; additional charges may apply; promotional pricing may vary from stated rates)

<u>Millry Communications DSL only (per month):</u>	Business Rate
4.0 DSL (up to 4.0 MB/up to 1.0 MB)	\$50.95
6.0 DSL (up to 6.0 MB/up to 1.0 MB)	\$57.95
8.0 DSL (up to 8.0 MB/up to 1.0 MB)	\$64.95
8.0/2.0 DSL (up to 8.00 MB/up to 2.0 MB)	\$84.95
10.0 DSL (up to 10.0 MB/up to 1.0 MB)	\$71.95
15.0 DSL (up to 15.0 MB/up to 1.0 MB)	\$78.95
20.0 DSL (up to 20.0 MB/up to 1.0 MB)	\$92.95
25.0 DSL (up to 25.0 MB/up to 3.0 MB)	\$99.95

b.) Satellite Service Description and Pricing

The Satellite Internet systems are engineered to help offset the impact of latency, which is the delay caused by sending signals from the earth to the satellite and back again. However, there is a delay of about a quarter second as the signal travels up to the satellite and back down to the ground. For most applications, this latency does not affect performance; however, there are some applications like voice over Internet protocol (telephone service delivered over the Internet, also known as VoIP), or real-time interactive gaming, where latency will have a noticeable effect on performance over the Satellite network, as it would on any satellite-delivered service. Satellite service is not recommended for gaming, VoIP services, peer-to-peer software programs or virtual private network (VPN).

ViaSat Price Schedule

Plan	Download / Upload	Monthly Rate
ViaSat Bronze	up to 12 Mbps/ up to 3 Mbps	\$69.99
ViaSat Silver	up to 25 Mbps/ up to 3 Mbps	\$99.99
ViaSat Gold	up to 30 Mbps / up to 3 Mbps	\$149.99
ViaSat Platinum	up to 100 Mbps / up to 3 Mbps	\$199.99

Installation is free with a two year commitment. ViaSat Equipment can be purchased or leased. Purchase price is \$199.99 plus tax. Lease price is \$14.98 per month. A maintenance plan for purchased equipment is available for \$5.99 per month.

III. Commercial Terms

a.) Installation

Millry Communications DSL installation fee of \$95.00 is waived with a twelve consecutive month commitment term. You may also elect to purchase a standard DSL modem from Millry Communications for \$69.00 or lease a standard modem for \$4.99 per month. A wireless modem may be purchased for \$115.00, or you may lease a wireless modem for \$6.99 per month. 8.0/2.0 DSL (bonded DSL) requires a wireless modem lease of \$8.99 per month. No purchase option is available for bonded DSL modems. Millry Communications will replace a leased defective modem at no cost to you. Should you experience problems with modems purchased from Millry Communications, it will be your responsibility to repair the equipment at your expense or purchase a new one.

Inline filters (\$3.00 per desk jack, \$4.50 per wall jack), a Network card, \$14.75 and a two-way adapter \$3.00 may also be required for use with the DSL service depending on installation arrangement.

b.) Cancellation or Termination Fees

You may you cancel your order for Millry Communications services before the first of the ordered services is installed. Once your DSL service has been provisioned in the Central Office switch, a \$95.00 cancellation charge will apply. Service will be considered installed when such service is activated and ready for use, regardless of whether you are actually using such service or have connected it to any equipment inside your premises. If you cancel your order after installation, you will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned equipment and any termination fees. The customer has the right to terminate access to Millry Internet service at any time. Any termination notice may be by telephone or in person during normal business hours or by email and must be acknowledged in writing. Termination of service after installation shall be effective upon five business days' notice. The customer is responsible for all access and use of the service until the billing cycle has ended and the customer agreement has been terminated.

Should the service, or any portion, be terminated or suspended, all amounts owed for prior service will become immediately due and payable, in addition to any termination fees, and all of Millry Communications' equipment relating to such service must be returned immediately. In the event a Millry Communications customer fails to maintain the service for a twelve-month period, a termination fee of \$150.00 is due. The customer is also responsible to pay \$50.00 for each leased modem not returned to Millry Communications. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company. Millry Communications may automatically add charges for payment of the equipment not returned and draft any credit card or checking account that the customer has left on file for payment. The failure to return any equipment at the termination of the service for which the equipment was required will also result in Millry Communications withholding any deposit still in its possession, and the amount of that deposit will be credited towards the purchase price of the equipment. Millry Communications retains sole discretion as to whether to allow service to be reconnected after termination due to a breach or violation of the customer service agreement.

Customers will not, however, be responsible for any termination fees in the event of cancellation of service by Millry Communications unrelated to a breach or cancellation of the service agreement on the customer's part or the customer's termination of service due to a price or term modification that has the effect of increasing the cost of the service to the customer (other than a tax increase) or materially changing the service. The customer remains liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance) and the reasonable costs of any action Millry Communications may take to collect amounts not paid when due, including, but not limited to, the costs of a collection agency, reasonable attorney's fees and court costs.

A reconnection fee of \$100.00 is due if Millry Communications agrees to reconnect service to a customer whose service has been terminated due to any breach or violation of the terms and conditions of use of the service.

If a Satellite Internet order is cancelled before installation, there is no charge. If a minimum service term applies and the service is cancelled after installation, but before completion of the minimum service term, a termination fee equal to the number of months left in minimum service term, multiplied by \$15.00, will be applied. If the customer has fully paid for the Satellite equipment, the customer is not required to return, and Satellite, nor Millry Communications is not obligated to de-install, the equipment upon termination. If the customer has leased the Satellite equipment or not fully paid for such equipment at the time of termination, the satellite modem must be returned upon termination of service, and Satellite, and Millry Communications are authorized to access the customer's premises upon reasonable times and notice to retrieve any outdoor equipment. Satellite or Millry Communications may abandon any or all of the Satellite equipment at the time of termination; Satellite nor Millry Communications is obligated to de-install or otherwise retrieve any of Satellite equipment.

If Satellite Internet service is suspended or terminated for failure to submit payment on time or for any other reason, Millry Communications may require a deposit in addition to payment of past due amounts before reactivating the service. The amount of the deposit will not exceed one year of monthly fees. If service is suspended or terminated for any reason, including the customer's request or for failure to pay past due amounts, a reactivation fee of \$30.00 will be required. In addition, the account must be brought up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges.

c.) Privacy Policies

Internet systems use public access facilities to transmit voice and data communications, and the privacy of such transmitted materials cannot be guaranteed. In particular, electronic mail passes through multiple mail servers on the Internet as it passes from source to destination, and Internet systems may carry material which may be considered abusive, profane or sexually offensive. Millry Communications is not liable to its customers for any claims, loss, damages or cost that may result from lack of privacy on the system or from the content of such transmitted material.

Millry Communications does not intend to censor the content of any newsgroups or other communications passing through its systems. Millry Communications believes such choices should generally be left to the individual customer. Software tools are available to screen a customer account's access to newsgroups and websites that might be considered offensive. It is the customer's responsibility to make use of such tools, if desired.

Newsgroup postings and other e-mail messages sent via the service and the Internet are communications between the senders and consenting receivers thereof, and Millry Communications has neither the authority nor the responsibility to regulate their content. The views and comments expressed by the senders of such postings or messages are solely those of their authors and do not reflect any review, approval or endorsement by Millry Communications.

Millry Communications and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the service, identify violators and/or protect the network, the services and Millry Communications' users, although they have no legal obligation to do so. Millry Communications prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action or to resolve their differences with other customers without its intervention. However, if the services are used in a way that Millry Communications or its suppliers, in their sole discretion, believe violate its customer agreements, Millry Communications or its suppliers may, without liability, take any responsive actions they deem appropriate under the circumstances, with or without notice to the customer, including, but not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the service. These actions are not exclusive remedies, and Millry Communications may take any other legal or technical actions it deems appropriate, with or without prior notice to the customer.

d.) Service Limitations

Millry Communications' services are subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, services may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Millry Communications' Internet system. Millry Communications shall in no event be liable for such service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond its or any underlying communications carrier's control.

Millry Communications has no liability for any claims in any way related to the customer's inability or failure to perform research or related work or to work properly or completely or any lost profits damages relating to the customer's right or use of, or inability to use, the Internet or data. Use of any information obtained via the service is at the customer's own risk. Millry Communications disclaims any responsibility for the accuracy or quality of information obtained through its services.

Because of the nature of wireless Internet communications, transmission and reception of data can never be guaranteed. Data may be delayed, corrupted (i.e. have errors) or be totally lost. Although significant delays or losses of data are rare when wireless Internet modems are used in a normal manner with a well-constructed network, they should not be used in situations where failure to transmit or receive data could result in damage of any kind to the user or any other party, including but not limited to personal injury, death, or loss of property.

Transmission and reception signals transmitted by wireless Internet modems can also be intercepted by unauthorized third parties. Interceptions of transmission and reception signals may result in unauthorized use of the end user's service and/or unauthorized reception of the end user's personal and private data.

Millry Communications accepts no responsibility for damages of any kind resulting from delays, errors, or unauthorized reception of data transmitted or received using a wireless Internet modem, or for failure of the wireless Internet modem to transmit or receive such data.

Satellite service requires an unobstructed view of the southern sky from the building or yard; your satellite dish will be mounted on a pole in your yard. Satellite service is affected by weather. The satellite service will offer availability equal to that of satellite TV. Like satellite TV services, during a very heavy rainstorm, you may notice slower speeds, or lose connectivity, but service should return to normal when the thunderstorm subsides. In some instances, a reboot of the system may be required by unplugging it for ninety seconds. Satellite & Millry Communications make no warranty that the service will be uninterrupted or error-free, and neither provide any warranty as to the results to be obtained from the use of the service, including any minimum upload or download speeds. For an interruption of a significant length of time within Satellite provider's reasonable control, upon your request, Millry Communications will provide what it determines to be a fair and equitable adjustment to your account to make up for the service interruption.

Unless otherwise authorized by Millry Communications, you may not permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to your modem and/or router to access the service (including the establishment of a "WiFi" hotspot), but the service may only be used at (depending on the class of service ordered) the single home, office or commercial location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which service is provisioned by Millry Communications, unless otherwise authorized by the company. You may not use a WiFi hotspot in violation of the terms of your use agreements or in a way that circumvents Millry Communications' ability to provide service to another customer (e.g., you cannot use a WiFi hotspot to provide service outside your single home or commercial location or outside your single unit within a multiple dwelling unit, and you cannot resell service provided over a WiFi hotspot unless approved by Millry Communications in writing).

You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions applicable to the service, and not for any malicious purposes. You may not use the service for resale or license of any nature whatsoever without Millry Communications' prior consent, which may be given or withheld in its sole discretion.

e.) Use of the Service

As a condition of use of the service, customers must agree not to publish on or over the Internet content that violates or infringes upon the rights of any other person. If Millry Communications is challenged by any third party regarding the suitability of a customer's

content, Millry Communications may, at its sole discretion, delete the customer's content from the Internet service. Sending unsolicited e-mail advertising a service or Website, newsgroup, etc. located or hosted within the service domain space or address space, or service otherwise associated with the service is also prohibited, regardless of e-mail point of origin. Customers may not send unsolicited electronic mail to other Millry Communications customers without Millry Communications' explicit written permission for each instance of communication. Customers shall not knowingly collect or solicit personal information from a minor or use this service to harm a minor, including, but not limited to, using the service to send pornographic, obscene or profane materials involving a minor. A minor is defined as any person under eighteen (18) years of age.

Millry Communications may also immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. If actual damages cannot be reasonably calculated or quantified, Millry Communications may seek liquidated damages of five dollars (\$5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with your account.

Millry Communications is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Millry Communications is also not responsible for forwarding email sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted or stored temporarily, at Millry Communications' sole discretion. In the event that Millry Communications believes, in its sole discretion, that any customer name, account name or e-mail address (collectively, an "identifier") on the service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose, Millry Communications (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Millry Communications may at any time reserve any identifiers on the service for its own purposes. If a service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted, as well.

The customer does not own, nor have any rights, other than those expressly granted, to a particular IP address, even if you have ordered a static IP address.

The customer is responsible for: (1) all access to and use or misuse of the service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to your account or password(s), regardless of whether you authorized the use of the service; (2) ensuring that all end users, including WiFi users, comply with all terms of the Millry Communications Acceptable Use Policy. You are solely responsible for obtaining sufficient identification of users of your WiFi network. You are responsible for any fees incurred for the service, or for software or other merchandise purchased through the service, or any other expenses incurred in accordance with Millry Communications' applicable terms and conditions. Any use of the service other than as specified herein and under Millry Communications' agreements with the customer may result in the immediate termination of the service and the imposition of any termination fees, without prejudice to any other rights and remedies available to Millry Communications at law and at equity.

Only devices physically located in your residence and your family members who permanently reside in your household may receive the Service under a single billing account. Your “household” is limited to the single address where you reside and where the Service is installed, and does not include adjacent apartments, residences, offices or any type of space not physically associated with such address. Any use of the Service other than as specified above is unlawful and unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of the Termination Fee and/or any other applicable termination fee, without prejudice to any rights and remedies available to Millry under this Agreement, at law and at equity.

You are responsible for any misuse of Satellite service, even if the misuse was committed by a friend, family member, or guest with access to your service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the service by, for example, strictly maintaining the confidentiality of your service login and password. You agree to notify Millry Communications immediately after you sell, give away or otherwise transfer your Satellite equipment to anyone else. You are considered the registered recipient of the services until Millry Communications receives such notice, and you will be liable for any charges or fees incurred by the use of your Satellite equipment by anyone else up to the time that your notice is received, unless otherwise provided by applicable law. You may not assign or transfer your service without Millry Communications’ written consent. If you do, Millry Communications may deactivate your service. If your Satellite equipment is stolen or otherwise removed from your premises without your authorization, you must notify Millry Communications immediately, or else you will be liable for payment for unauthorized use of the Satellite service or equipment.

Millry Communications and/or Satellite may discontinue, add to or revise any or all aspects of the service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Satellite service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by Millry Communications, Satellite or our vendors in connection with the service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, online via one of more of the websites within the service or by other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the service prior to the effective date of such changes. Your use of the service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk emailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to us or its subscribers, subject to our Subscriber Privacy Policy, (e) withdraw, change, suspend or discontinue any functionality or feature of the service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the service to prevent abusive consumption and ensure fair access for all subscribers.

Reselling the service or otherwise making the service available to anyone outside your residence (e.g. via Wi-Fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. The service is intended for personal and commercial

use in a manner that is consistent with the terms of the customer agreement, the Acceptable Use Policy, Fair Access Policy or terms of any other applicable policy or plan, and you agree not to use the service for operation as an Internet service provider or for any prohibited business enterprise or purpose, or as an end-point on a non Satellite local area network (LAN) or wide area network. Other prohibited activities include connecting multiple computers behind the satellite modem to set up a LAN or running programs, equipment or services from your residence that provide network content or any other services to anyone outside your premises. You are strictly prohibited from altering, modifying, or tampering with the Satellite equipment, software or service or permitting any other person to do the same who is not authorized by Satellite provider. You may not copy, distribute, sublicense, decompile or reverse engineer any of the software.

f.) Prohibited Uses and Activities

Millry Communications' agreement with the customer prohibits service uses and activities that are illegal, infringe on the rights of others or interfere with or diminish the use and enjoyment of the service by others. Prohibited uses and activities include, but are not limited to, using the service, customer equipment or Millry Communications' equipment, either individually or in combination with one another, to:

Conduct and Information Restrictions

- undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material that is libelous, obscene, unlawful, threatening or defamatory, or which infringes on the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense or otherwise violate any local, state or federal law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be indecent, pornographic, harassing, threatening, hateful or intimidating;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner, including, but not limited to, links to such material, serial or registration numbers for software programs or pirated copyrighted content, such as authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services;
- transmit unsolicited bulk or commercial messages, commonly known as "spam";
- send numerous copies of the same or substantially similar messages, empty messages or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, newsgroup or chat service;
- initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as "spidering" or "harvesting," or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter or remove message headers;

- falsify references to Millry Communications or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

Technical Restrictions

Customers may not:

- attempt to interfere with or compromise the operation of Millry Communications' network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system;
- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any software provided in connection with the service by Millry Communications or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software ("cracks");
- use or run dedicated, stand-alone equipment or servers from the premises that provide network content or any other services to anyone outside of your premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with Millry Communications' equipment or service or permit any other person to do the same who is not authorized by Millry Communications.

Network and Usage Restrictions

Customers shall not:

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, lock, key, bomb, cancelbot or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the service or any Millry Communications (or Millry Communications supplier) host, server, backbone network, node or service, or

otherwise cause a performance degradation to any Millry Communications (or Millry Communications supplier) facilities used to deliver the service;

- resell the service or otherwise make available to anyone outside the premises the ability to use the service (for example, though WiFi or other methods of networking), in whole or in part, directly or indirectly. The service is to be used for residential and small business purposes only. You agree not to use the service for operation as an Internet service provider or for any similar business purpose;
- connect the Millry Communications equipment to any computer outside of your premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host;
- access and use the service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the service or any related equipment to access or use a static IP address or use any protocol other than DHCP, unless you are subject to a service plan that expressly permits you to do so.

Millry Communications is committed to complying with U.S. copyright and related laws and requires all customers and users of the service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the service (or any part of the service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. It is Millry Communications’ policy, in accordance with the DMCA and other applicable laws, to reserve the right to terminate the service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Millry Communications, in its sole discretion, believes is infringing these rights. Millry Communications may terminate the service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the service or on any personal web features by sending Millry Communications’ authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Millry Communications’ receipt of a satisfactory notice of claimed infringement for these works, Millry Communications will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the service or the personal web features or (ii) disable access to the work(s). Millry Communications will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).

All right, title and interest in the data made available to the customer on the Internet in all languages, formats and media throughout the world, including all copyrights therein, are and shall continue to be the exclusive property of Millry Communications and other providers and contributors of data.

Redress Options

DSL Technical support is available from 8:00 A:M to 4:30 P:M; Monday through Friday by telephone via the numbers posted at www.millry.net/dsl.htm. Satellite technical support is also available twenty-four hours a day, seven days a week by calling 1-888-817-6882.

Millry Communications' Customer Service is available to resolve customer complaints and questions by e-mail at info@millry.com; by mail at Millry Communications, P.O. Box 45, Millry, Alabama 36558; and by telephone during regular business hours at the following numbers:

Chatom, Deer Park and Fruitdale – 847-4357

Gilbertown – 843-4357

Frankville, Millry and Silas – 846-4357

Out of area – 1-888-227-5710

In the event of any dispute, claim, question or disagreement arising from or relating to Millry Communications' standard DSL terms and conditions, a breach thereof or the service, the customer and Millry Communications must first use their collective best efforts to settle the dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith and, recognizing mutual interests, attempting to reach a just and equitable solution satisfactory to both parties. In the event that the dispute concerns the customer's bill, the customer must bring his/her billing inquiry or dispute to the company's attention, either in writing to Millry Communications, P.O. Box 45, Millry, AL 36558, or verbally, using the company's toll free number, 1-888-227-5710. If the customer and Millry Communications do not reach such solution within a period of sixty days, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules or, as applicable, its CRD Rules.