

FIBER INTERNET WELCOME *Packet*



Millry Communications

www.millry.net 1-888-227-5710

W E L C O M E !

WE'RE EXCITED TO BRING
FAST FIBER INTERNET
TO YOUR AREA!

SIGN UP BY JUNE 10, 2025



to ensure fiber cable is
placed to your home or
business.

Sites with fiber cable in
place will be first in line
to receive service as
construction is completed.

Failure to sign up may delay
service to your home or
business until all
construction is completed.

Sign up today!

PLANS

Plan	Internet Bandwidth	Residential Monthly Rate (excluding taxes)	Business Monthly Rate (excluding taxes)
 FIOP INTERNET			
Fiop 1000/1000	Download up to 1000 Mbps/ Upload up to 1000 Mbps	\$199.00	\$222.00
Fiop 500/500	Download up to 500 Mbps / Upload up to 500 Mbps	\$159.00	\$182.00
Fiop 100/100	Download up to 100 Mbps / Upload up to 100 Mbps	\$109.00	\$132.00
Fiop 100/20	Download up to 100 Mbps / Upload up to 20 Mbps	\$99.00	\$122.00
Fiop 50/10	Download up to 50 Mbps / Upload up to 10 Mbps	\$79.00	\$102.00
Fiop 25/3	Download up to 25 Mbps / Upload up to 3 Mbps	\$59.00	\$82.00
 FIOP INTERNET with Phone Line			
Fiop 1000/1000	Download up to 1000 Mbps/ Upload up to 1000 Mbps	\$226.99	\$249.99
Fiop 500/500	Download up to 500 Mbps / Upload up to 500 Mbps	\$186.99	\$209.99
Fiop 100/100	Download up to 100 Mbps / Upload up to 100 Mbps	\$136.99	\$159.99
Fiop 100/20	Download up to 100 Mbps / Upload up to 20 Mbps	\$126.99	\$149.99
Fiop 50/10	Download up to 50 Mbps / Upload up to 10 Mbps	\$106.99	\$129.99
Fiop 25/3	Download up to 25 Mbps / Upload up to 3 Mbps	\$86.99	\$109.99

FIOP Internet – Internet access with UNLIMITED data.

FIOP Internet with Phone Line – includes phone line, UNLIMITED nation-wide long distance, our most popular calling features and Internet access with UNLIMITED data for ONE FLAT RATE.

NON-RECURRING CHARGES:

Internet Service Install Fee is waived with required 12-month term commitment.

Application Fee \$10.00 (refunded on first billing statement)

Telephone Service Install Fee:

- Residential Service, no premise work - \$44.25*
- Business Service, no premise work - \$53.50*
- Residential and Business premise work charges are billed as follows: \$30.00 for the initial 15-minute increment of billable time, and \$10.00 for each additional 15-minute increment of billable time, or portion thereof.

**Installation prices do not include security deposit (if applicable) based on credit score.*

Our Process

Step 1. Choose your plan

You can choose Internet only or Internet plus a phone line. Both plans are available with download speeds from 25 Mbps to 1 Gbps.

Step 2. Complete your application form

Application form included in this packet

Step 3. SUBMIT YOUR DOCUMENTS BY JUNE 10, 2025 (PLEASE REVIEW DOCUMENT PAGE)

By email to: customerservice@millry.com

By USPS to: Millry Communications
PO Box 45
Millry, Alabama 36558

In person at our business office located at:
30433 Highway 17 Millry, AL

Step 4. Pay application fee

Upon receipt of your documents, we will contact you to provide an account and phone number that you can use to pay your \$10.00 application fee using our Pay-By-Phone number 1-884-557-4313. You will be notified if a security deposit is required.

Step 5. Fiber cable buried

Next, construction will be scheduled to bury the fiber cable from the public right of way to your home/business.

Step 6. Installation Scheduled

We saved the best for last! After the fiber cable is buried to your home/business, we will call to schedule a date and time for your in-home/business fiber installation.

DOCUMENTS

IMPORTANT – PLEASE READ CAREFULLY

The documents you will need to apply for fiber service will depend upon whose property Millry Communications must access to bury the fiber line from the public right of way to your residence/business.

SOLE PROPERTY OWNER

If you own the property where your residence/business is located and Millry Communications will NOT have to cross or access any other person/entity's property to bury the fiber cable to your home or business, you are considered the sole property owner and should submit the following documents:

- **Completed Application Form** (indicating that you are the sole property owner)
- **Copy of your Drivers License** or other government issued photo ID

RENTER, LEASED PROPERTY, LAND-LOCKED PROPERTY

If you do not own the property where your residence or business is located, or if Millry Communications must cross any other person/entity's property to bury the fiber line to your residence/business, you should submit the following documents:

- **Completed Application Form** (indicating that you are not the sole property owner)
- **Copy of your Driver's License** or other government issued photo ID
- **Completed and notarized Right of Way Easement form(s)** for each person/entity's property that Millry Communications must cross to install the fiber line to your residence/business, including your property (if land-locked). Millry Communications can notarize form(s) presented by property owner(s) with government issued photo ID (Driver's License, etc.) at our office free of charge.
- **A copy of the deed** for each person/entity's property Millry Communications must access to install the fiber line to your residence/business, including your property (if land-locked). This is required to show proof of ownership related to the Right of Way Easement form(s).

QUESTIONS?

Give us a call toll free at 1-888-227-5710

NEW SERVICE APPLICATION (FIOP) – Wagarville, St Stephens, Leroy

SUBSCRIBER

Legal Name of Applicant: _____

Mailing Address for Your Bill: _____

City, State, Zip: _____

Cell Phone Number: _____

Alternate Contact Number: _____

Email Address: _____

Requested Directory Listing (if applying for phone service): _____

Have you had service with us before? (CIRCLE ONE) YES NO

SERVICE ADDRESS

Service Location E911 Address: _____

SERVICE LOCATION DESCRIPTION

Location Description (CIRCLE ONE): House Mobile Home Apartment Business

Physical Description of Location:_____

[illegible]

Are there buried water, gas or electric lines that need to be located? (CIRCLE ONE) YES NO

CREDIT INFORMATION

Social Security / EIN Number: _____

Place of Employment or Source of Income: _____

ACCOUNT AUTHENTICATION

You, and other authorized persons on your account, will be asked to provide your ACCOUNT PASSWORD and/or BACKUP QUESTION ANSWER when you call our business office to discuss your account.

Please list what you would like to use as your ACCOUNT PASSSSWORD and BACKUP QUESTION ANSWER below:

ACCOUNT PASSWORD: _____

BACKUP QUESTION - WHAT IS YOUR FAVORITE COLOR OR YOUR PET'S NAME:_____

Authorized person(s) will be able to obtain access to your personal account information (including call detail), make changes to your service and place orders for your account.

LIST NAMES OF THE PERSON(S) YOU WOULD LIKE AUTHORIZED ON YOUR ACCOUNT BELOW:

SERVICE PLANS

- **FIOP Internet** – Internet access with unlimited data.
- **FIOP Internet with Phone Line** – includes phone line, UNLIMITED nation-wide long distance, our most popular calling features and Internet access with unlimited data for ONE FLAT RATE.

Please mark (X) one plan selection below:

Mark (X) Plan Selection BELOW	Plan	Internet Plan Bandwidth	Residential Monthly Rate*	Business Monthly Rate*
	FIOP INTERNET			
	Fiop 1000/1000	Download up to 1000 Mbps/ Upload up to 1000 Mbps	\$199.00	\$222.00
	Fiop 500/500	Download up to 500 Mbps / Upload up to 500 Mbps	\$159.00	\$182.00
	Fiop 100/100	Download up to 100 Mbps / Upload up to 100 Mbps	\$109.00	\$132.00
	Fiop 100/20	Download up to 100 Mbps / Upload up to 20 Mbps	\$99.00	\$122.00
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	Fiop 25/3	Download up to 25 Mbps / Upload up to 3 Mbps	\$59.00	\$82.00
	FIOP INTERNET with PHONE LINE			
	Fiop 1000/1000	Download up to 1000 Mbps/ Upload up to 1000 Mbps	\$226.99	\$249.99
	Fiop 500/500	Download up to 500 Mbps / Upload up to 500 Mbps	\$186.99	\$209.99
	Fiop 100/100	Download up to 100 Mbps / Upload up to 100 Mbps	\$136.99	\$159.99
	Fiop 100/20	Download up to 100 Mbps / Upload up to 20 Mbps	\$126.99	\$149.99
	Fiop 50/10	Download up to 50 Mbps / Upload up to 10 Mbps	\$106.99	\$129.99
	Fiop 25/3	Download up to 25 Mbps / Upload up to 3 Mbps	\$86.99	\$109.99

*Rates shown do not include State and Federal taxes and fees.

NON-RECURRING INSTALLATION FEES

Application Fee: \$10.00 (to be refunded on first month's statement)

Internet Service Install Fee: Waived with required 12-month term commitment.

Telephone Service Install Fee: Residential Service, no premise work - \$44.25 Business Service, no premise work - \$53.50

Residential and Business premise work charges are billed as follows: \$30.00 for the initial 15-minute increment of billable time, and \$10.00 for each additional 15-minute increment of billable time, or portion thereof.

Fiop Internet Installation: Millry configures the modem, makes central office changes to allow broadband internet to work over subscriber's phone line, and installs and connects the broadband equipment. The subscriber connects computer to modem and configures computer. Modem must be returned to the business office if service is disconnected. A \$50.00 charge will apply for unreturned modems.

Fiop Internet 12-Month Term Commitment: If you order Internet service, you agree to the minimum 12-month service term stated for such service as follows:

Subscriber agrees to the following: (a) In the event that Subscriber has not deactivated broadband Internet service within the last thirty (30) days, Subscriber agrees to activate new broadband Internet service and remain a broadband Subscriber for a period of twelve (12) consecutive months after activation of service; (b) in the event the Subscriber is an existing Millry.Net Subscriber activating an additional broadband service with Millry.Net, Subscriber agrees to maintain all existing service for the remainder of the term of any active service contract or a minimum of three (3) consecutive months, whichever is greater, and to activate this new service and remain a Subscriber for a period of twelve (12) consecutive months. If the Subscriber's service is disconnected for any reason prior to the end of the twelve (12) month commitment period the Subscriber agrees to pay a termination fee of \$150.00.

Your signature on page 4 of this document constitutes your acceptance of the minimum 12-month service commitment terms and conditions.

Customer Proprietary Network Information ("CPNI") (See MILLRY CPNI Disclosure at www.millry.net)

By initialing below, I authorize Millry to share and utilize CPNI associated with my accounts with its affiliated companies to allow it to identify and offer new services to me. This authorization does not authorize Millry to release my CPNI to companies that are not affiliated with Millry. I understand that I may limit or revoke this authorization at any time upon proper notice to Millry. This authorization is not required as a condition of service.

Initial here: _____

Credit Report

Customer authorizes Millry to conduct a normal credit investigation for its use in extending credit in connection with the Services (See Standard Terms and Conditions at www.millry.net). The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, because an applicant receives income from a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act.

A security deposit may be required to establish service.

Bill Medium and Payment Method

I elect to receive my monthly billing statements via the following Bill Medium (select one):

☐ eBILL/ Email – no monthly fee Email address: _____

☐ Paper Bill - \$2.00 per month

I elect to pay my monthly statement via the following Payment Method (select one):

☐ Automatic Direct Payment via Credit Card or Bank Account (\$5.00 per month DISCOUNT applied to monthly statement)

☐ Manual Payment via Credit Card or Bank Account (submitted by customer each month - no monthly discount)

Service Installation

Customer hereby grants Millry, its successor and assigns, reasonable use of Customer's real property or interest (whether owned, leased or controlled) to construct, operate, maintain, replace, or enlarge its communication facilities, overhead or underground, including, without limitation, conduit, cables, fiber optics, wires, surface testing terminals, markers and other appurtenances to provide Service to Customer and others served from such facilities, and grants Millry, its successors and assigns, an easement for such use to full extent permitted under your real property interest. Customer grants Millry permission to enter upon the premises for the purpose of providing Internet and/or telephone service.

Check (X) one of the following options:

☐ 1. Sole Property Owner - Customer owns the Premises/Property where the Service is being installed and will provide a copy of the deed and/or completed and notarized Right of Way Easement Form if requested.

☐ 2. Renter, Leased Property, Land-locked Property - Customer does not own the Premises/Property where the Service Address is located. Property Owner's completed and notarized Right of Way Easement Form is attached to application. Customer agrees to assist the Company in obtaining and recording any additional necessary permissions/access/easements for providing the Services, which may be required as a precondition for the Services.

Telephone Number:

Customers applying for telephone service will be issued a Millry Communications telephone number. All new telephone services include UNLIMITED NATION-WIDE long distance. There will be no per minute charge for calls originating from your home or business and terminating to locations within the 50 states. However, calls placed to your new Millry Communications telephone number (even from numbers previously considered local to you) may be billed a long distance charge.

Customers wishing to keep their existing AT&T telephone number should be aware that Millry Communications does not currently have a Local Porting Agreement with AT&T to allow us to transfer your AT&T telephone number to your Millry Communications service. However, we will be working toward obtaining this agreement. Please be advised that disconnected telephone numbers cannot be transferred from one company to another. If you are interested in transferring your AT&T telephone number to your Millry Communications service at a future date (if/when Millry obtains a Local Porting Agreement with AT&T), you will need to keep the AT&T telephone number active until that time.

The undersigned makes application for the service of the kind and class described herein and agrees to pay the rates as established for such service and further agrees to the Terms and Conditions of Service as set forth in Millry Communications' Exchange Tariff, Price List, Customer Service Agreement and Acceptable Use Policy, as applicable, and as modified from time to time by Millry Communications in accordance therewith. This application becomes a contract upon acceptance by Millry Communications.

By signing below, the undersigned acknowledges receipt of and accepts and agrees to the additional Terms and Conditions of Service set forth in Millry Communications' Customer Service Agreement, a copy of which is also posted at www.millry.net, which is incorporated herein by reference and made a part hereof.

PRINTED NAME OF APPLICANT: _____ DATE: _____

SIGNATURE OF APPLICANT: _____

TITLE (if Business): _____

PLEASE RETURN THIS DOCUMENT WITH A COPY OF YOUR DRIVERS LICENSE OR OTHER GOVERNMENT ISSUED PHOTO ID.

VIA EMAIL TO: CUSTOMERSERVICE@MILLRY.COM

VIA USPS TO: MILLRY COMMUNICATIONS, PO BOX 45, MILLRY, AL 36558

IN PERSON: MILLRY COMMUNICATIONS, 30433 HIGHWAY 17, MILLRY, AL 36558

MILLRY COMMUNICATIONS STANDARD TERMS AND CONDITIONS

For Services provided by Millry Corporation and its subsidiaries, including Millry Telephone Company, Inc., Millry Communication, Inc. and Millry Telephone LD, LLC

These Terms and Conditions, along with your Service Application, the Millry Price List, and, if applicable to the service you have ordered, the Millry Communication Acceptable Use Policy, describes the terms and conditions under which Millry Communications provides telecommunications, information and other services ("Service" or "Services"), as well as any related equipment, "Equipment") and constitutes the Agreement between you and Millry Communications ("Agreement"). For purposes of this Agreement, "Millry Communications", "We", "Our", or "Us" means such of **Millry Corporation, Millry Communication, Inc., Millry Telephone Company, Inc., Millry Telephone LD, LLC**, and those of its subsidiaries, affiliates and any other person or entity doing business as Millry Communications and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, you ("You" or "Your") agree to accept and comply with the terms of service set out in this Agreement. **The terms of this Agreement will apply to all Service(s) and/or Equipment you purchase from Us now, or in the future, unless such terms are superseded by tariff or the terms of a separate written agreement.**

YOUR SERVICE

1. Description. We will provide the Services that You have requested, as those Services are described in the Service Application or, as applicable, the Millry Price List. The Services shall also include, without limitation, any updated service offerings that You utilize after notice of such change from Us.

2. Service Commitment

2.1. Minimum Service Term. If You terminate Service prior to the expiration of the Minimum Service Term associated with the Service option you have selected, You will owe any Termination Fees as described in your Service Application or, as applicable, the Millry Price List, unless waived by Us in writing as part of a new Service Application, in addition to such other fees due and payable under this Agreement and any fees for the non-return of equipment.

2.2. Initial Term; Renewal Term. The initial Service Term is specified on the Service Application or, as applicable, in the Millry Price List and, unless otherwise stated therein, begins on the date that we initialize Your service through Our Central Office. Thereafter, this Agreement shall renew automatically for successive periods of one month until terminated by You or Us.

Equipment. For the duration of Your Agreement, We will provide You any Equipment offered by Us and requested by You, at the prices and under any terms and conditions provided in the Service Application or, as applicable, the Millry Price List. You may either lease said Equipment, in which event the Equipment shall remain Our property, or You may purchase the Equipment. If You lease Equipment from Us and said Equipment is defective, we will replace the Equipment without charge if your account is in good standing with Us and there is no evidence that You or your contractors have impermissibly modified, broken, or damaged the Equipment. In the event that you lease Equipment from us, You agree that We may upgrade or replace such Equipment at any time, at which time you agree to return the original Equipment. You are responsible for having a compatible computer system with a Network Interface Card prior to obtaining Internet Services. Unless otherwise prescribed in writing, Our only responsibility for installation of the Service is described in Millry Communications' Standard Professional Installation Procedure Guide, which is available to You upon request. Any deviation from the Standard Professional Installation Procedures will result in the installation being classified as a Non-Standard Installation, in which event additional charges will apply. We may waive certain installation fees upon Your agreement to retain Services for a stated term, and in such event, We reserve the right to charge the waived installation fees if You discontinue the Services prior to the end of that term. WE DO NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICES, OR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, TELEVISION, STEREO OR PERIPHERALS. You expressly permit Us or our contractors to enter the premises for the purpose of installing, inspecting, maintaining, repairing, or (except for Equipment You own) removing any equipment we provide to You. We do not offer computer and/or computer peripheral device service or maintenance.

YOUR RESPONSIBILITIES

3. Use of the Service

3.1. Minimum System Requirements. Your computer(s) or other premises equipment connected must meet certain minimum requirements in order to utilize the Service. It may also be necessary to install inside wiring or other facilities

to complete installation of the Service. Any fees for such wiring and/or equipment will be billed to You based on the rate(s) or price(s) set forth in Our Price List for technicians or for such equipment. You agree that We, and our employees, agents, contractors and representatives shall have no liability whatsoever for any damage, loss or destruction occurring as a result of the installation of any inside wiring and/or equipment at Your premises. You acknowledge that FIOF or DSL Internet requires a working telephone line and that You are solely responsible for the costs associated, directly or indirectly, with said line. OUR LIABILITY, IF ANY, FOR FAILURES IN WIRING AND/OR INSTALLATION, MAINTENANCE OR OPERATION OF EQUIPMENT, WHETHER CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS, CONTRACTORS AND/OR REPRESENTATIVES OR OTHERWISE, IS EXPRESSLY LIMITED TO A CREDIT FOR THE CHARGES BILLED TO YOU FOR INSTALLATION OF THE

SERVICE. You are obligated to notify Us immediately of any alleged failures in wiring and/or equipment installed by Us for which a credit allowance is desired. Before giving such notice, You are responsible for ascertaining that the trouble is not being caused by any act or omission in Your control, or is not in the wiring or equipment that You have furnished.

4.2 Responsibility for Use. You are responsible for Your own end users and their compliance with these Terms and Conditions. You acknowledge that the Internet may contain material or information that is unsuitable for minors and agree to supervise usage of the Service by minors.

4.3. Compliance with Laws and Millry Communications Policies. You agree to comply with all applicable federal, state and local laws, rules and regulations in connection with Your use of the Service. If you have purchased broadband services, You agree to adhere to Millry Communications' Acceptable Use Policy and Fair Access Policies, as the same may be amended from time to time. A copy of such policies may be viewed at www.millry.net.

4.4 Multiple Use of Account. Unless otherwise authorized by Us, you agree not to 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 Us, unless otherwise authorized by Us. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents our 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 Us 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, if such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. You may not use the Service for resale or license of any nature whatsoever without Our prior consent which may be given or withheld in its sole discretion. You are 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 Services; (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 the terms and conditions contained in the Agreement. Any use of the Service other than as specified above constitutes 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 any Termination Fees, without prejudice to any other rights and remedies available to Millry Communications under this Agreement, at law and at equity.

4.5. Security. You are solely responsible for the security of any device You choose to connect to the Service, 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 acknowledge Your responsibility to take reasonable measures to protect the security of any equipment connected to the Service, including maintaining at Your cost an up-to-date version of anti-virus and/or firewall software to protect Your computers from malicious programs. We may suspend your Service until the problem is resolved in the event of a malicious program infecting your computer that causes a violation of Millry Communications' Acceptable Use Policy. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension.

4.6. E-Mail Privacy. Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination and total privacy cannot be guaranteed. You agree that We may examine mail on Our own mail servers when allowed under law or as part of system maintenance or troubleshooting, for example, when investigating e-mail delivery problems or

pursuant to a valid state or federal civil or investigative demand.

4. Fees and Payment

4.1. Fees; Taxes; Charges; Payment Terms; Other Charges. Our bills are subject to payment in accordance with Our existing schedule of prices ("the Millry Price List"), subject to any pricing commitments contained in the Service Application, without deduction or setoff of any kind. Recurring monthly fees are due and payable in advance of each monthly billing period for which You have purchased Service. Monthly fees are non-refundable. The initial invoice may include the fee for installation and may include other applicable non-recurring installation charges including, but not limited to, charges for installation or use of Equipment and inside wiring.

(a) Statement. Should we offer electronic statements, you must choose to receive, either an electronic or paper bill for Services.

(b) Payment. You agree to remit a check, money order, credit card or debit card payment, or electronic funds transfer to the address We provide in your monthly statement, to any of our local business offices or to any electronic payment system We may utilize. We will apply your payments first to any unpaid interest charges and then to each unpaid invoice, beginning with the most recent. If Your check, draft or similar instrument (collectively "check") is returned unpaid by a bank or other financial institution to Us for any reason, we will bill you a bad check charge of thirty dollars (\$30.00). In addition, You are responsible for replacing the returned check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order prior to the payment due date. In such case, the bill is not considered paid until We receive full payment in immediately available funds.

(c) Late Payment. Interest will accrue on any charges not paid when due at the lesser of one and one half percent per month (1.5%) or the maximum rate permitted by applicable law. If We do not receive payment by the due date We may suspend your Service or terminate this Agreement without notice. Such suspension or termination will not relieve You of your obligation for all billed and accrued charges, plus any Termination Fees. We reserve the right to correct and charge under-billed amounts for a period of ninety (90) days after the incorrect statement was issued.

4.2. Payment Authorization. If you arrange to participate in any electronic or draft payment system We may offer, We may charge Your credit card or debit card (a "Card Payment") or initiate an electronic funds transfer out of Your bank account ("EFT Payment") for payment of all Service fees, any Termination Fees or any other amounts payable under the Agreement. You must provide current, complete, and accurate information for Your billing account and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number). If We are unable to process and receive payment via Your credit or debit card, Your account may be immediately suspended or terminated, and You will remain responsible for all amounts owed Us under this Agreement. Your card issuer agreement governs use of Your credit or debit card payment in connection with the Service, your rights and liabilities as a cardholder, or for any charges related to your use of your charge over your credit limit or similar violations of your card issuer agreement.

4.3. Disputes and Partial Payments. We will make available to You a statement for each billing cycle showing payments, credit purchases and other charges. If You dispute the validity of a charge or need additional information regarding a charge, you must contact Us within forty (45) days of receiving the statement containing the charge. Such a dispute will not relieve you of your obligation to pay your full bill on time. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they will be applied first to the oldest outstanding charges. If You send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of our rights to collect all amounts owed by You under this Agreement.

4.4. Reactivation. If Your Service is suspended or terminated due to Your default or violation of this Agreement, We may require before reactivating service: (a) an additional deposit or advance payment; (b) a reactivation fee; (c) all outstanding amounts owed for service rendered; and (d) if installation or new Equipment is required, appropriate installation or Equipment charges. Advance payments will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Such credit amounts shall not earn or accrue interest.

4.5. Credit Inquiries and Deposits. You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any Our services; then as a condition of service we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. Your deposit and/or advance payment will 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, plus the estimated usage charges for two

(2) months of Services billed in arrears, such as long-distance service, plus any applicable equipment deposit. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of seven percent (7%), which shall be added to and considered part of your deposit. If you fail to pay for the Services when due, or if you cancel or otherwise terminate the Services and thereby incur any termination fees or other expenses, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay your bills by the due date for twelve (12) consecutive billing months, we will credit your account with the deposit. If there is a credit balance on your account after the deposit is applied, we will refund or credit that amount to you. Please allow up to four (4) weeks for the processing of a refunded deposit.

4.6. Credit Limits. Based on your payment history or your credit score obtained from credit reporting agencies, We may set a credit limit on your account at any time. If you exceed your credit limit, we may restrict your access to the Services we provide, such as direct-dialed and operator-assisted long-distance services and calls requiring a 900 or 976 prefix. In the case of telephone service, this restriction on your access to the Services will not affect your access to or use of 911 emergency services.

REVISING, CANCELLING OR SUSPENDING YOUR SERVICE

5. Modifications and Terminations

5.1. Modification of the Agreement, Including Price Changes. From time to time, We may revise the prices, charges or operation for Our Services as follows: (1) Price decreases or changes in the collection of taxes or government imposed fees or surcharges will be made with no prior notice to you; (2) Promotional pricing and terms, or other pricing commitments, will expire in accordance with the terms applicable to each promotion or commitment, without further notice to you. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the provisions of this paragraph; (3) All other price increases, or changes in non-pricing terms and conditions will be effective no sooner than thirty (30) days after we provide written notice to you. Such written notice under this paragraph may be provided in a bill insert, as a message printed in or on the Our bill, in a separate mailing, by email, or by any other reasonable method at Our discretion. If you do not accept the modified rates, charges, or terms and conditions of the Agreement, or the modified operation of the Service, you must terminate the Service and this Agreement in writing within thirty (30) days of the date of the notice. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. YOUR SOLE REMEDY FOR ANY CHANGE MADE BY US IS THE RIGHT TO TERMINATE THIS AGREEMENT BY THIS DEADLINE.

5.2. Modification of the Service. We 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 Service. Without limiting the foregoing, We reserve the right at Our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, or other content provided to You by Us in connection with the Service. 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 at least fifteen (15) days before any material change in the Service if within Our control or as early as practical if caused by a third party. 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. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. In addition, for Broadband customers We may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk e-mailing 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 We may establish from time to time, (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 our subscribers, subject to the provisions contained in Section 8 of this Agreement, (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. Subscriber acknowledges that this is a fixed-location service and may not be moved to a different residence (even if the telephone number remains the same) or a different telephone number without payment of the new connection fees. If Customer moves residences, Customer shall notify Millry Communications.

5.3. Termination by You. You may cancel your order before the first of the ordered Services is installed, without charge. 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. 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 (5) business days' notice.

5.4. Termination or Suspension by Us. We may modify or terminate service as provided in Section 6.2. In addition to

exercising any other rights under law, We may also terminate all Service upon: (a) Your breach or violation of any term or provision of the Agreement (including, if applicable, the Acceptable Use Policy and/or Fair Access Policy); (b) Your use of the Service in such a way as to cause damage to or degradation of Our Equipment or system; or (c) Your insolvency, appointment of a receiver or trustee for You, Your execution of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving You as debtor under Bankruptcy Code.

5.5. Post-Termination or Suspension Obligations. Except as provided herein, should your 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 Our Equipment relating to such Service must be returned immediately. You acknowledge that the Equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and upon termination you agree to pay us \$50.00 for each modem not returned to Us and \$25.00 for each surge protector not returned to Us. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company. Should you fail to return the Equipment, We may automatically add charges for payment of the Equipment and draft the credit card or checking account that You have left on file with Us for payment. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Us withholding any deposit still in our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment as those prices are set forth above. We retain sole discretion as to whether to allow Service to be reconnected after termination due to a breach or violation of the Agreement. You will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay any Termination Fees and other charges that may be due as a result of or in connection with such cancellation, termination or suspension. You will not, however, be responsible for any Termination Fees in the event of cancellation by Us under Section 6.2 unrelated to a breach or cancellation of this Agreement on your part or Your Termination under Section 6.1 or 6.2 due to a price or term modification that has the effect of increasing the cost of our service to you (other than a tax increase) or materially changing the Service, although you will remain liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance). Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any user of your account. You agree to pay the reasonable costs of any action We take to collect amounts not paid when due under this Agreement, including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

IMPROPER AND PROPER USE OF YOUR SERVICE: ACCESS RIGHTS

6. Permitted Use and Restrictions on Use.

6.1. Responsibility for Use of the Service. In addition to your other responsibilities under this Agreement, You agree: (i) upon request, to take all actions necessary in order to install, maintain and activate the Services; (ii) to provide adequate facilities, property rights and access to house, maintain and operate Our equipment; (iii) to not resell the Services to any third party except as provided in 4.4; (iv) to comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or this Agreement; (v) to be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, services or other equipment through the Services; (vi) to be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through your facilities, equipment or Service Address; (vii) if a business, partnership or joint account authorize and identify to us at least one individual who is authorized to represent you on any aspect of the Services and your account (including, all requests for moves, additions, deletions or changes to the Services) and to notify us of any changes to the billing address; and (viii) to notify us immediately of any loss of service or other problems with any of the Services. Without limiting the foregoing, you agree to Our reasonable use of your real property to construct, operate, maintain, replace, or enlarge communication facilities, 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 You own, lease or control to provide Services. If requested by Us, You agree to execute a separate easement or right-of-way agreement in on a form that we will furnish. Should You request a Service that requires Our physical access to your premises at a time when you are not present, you release Us from any claims or liability resulting from our access of your premises.

6.2. Software License. Subject to the terms of this Agreement, We grant You a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided to You in connection with the Service (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) which You are authorized to use. Unauthorized copying or reverse engineering of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as We permit in writing. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination of this Agreement and the license.

6.3. Restrictions on Use of the Service. We may immediately suspend the Service if You engage in any prohibited

activity under this Agreement. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with Our Acceptable Use and Fair Access Policies located at www.millrv.net/usage.htm and www.millrv.net/fair.htm respectfully, both of which are incorporated into and made a part of this Agreement and you are responsible for compliance with such policies by others that use your service. You do not own, nor have any rights, other than those expressly granted to You, to a particular IP address, even if You have ordered a static IP address.

6.4. Fair Access Policy. (Broadband Customers Only) If Your usage exceeds the limits set forth in the Fair Access Policy, Service Application, or Millry Price List, We may reduce the bandwidth available to You on a temporary basis or require You to upgrade to a Service offering providing for more usage. Continued violation of the Fair Access Policy is a breach of this Agreement by You and will result in the termination of this Agreement. For specific limitations please see the description of the service plan selected on Your Broadband Services Application.

6.5. No Unauthorized Use of Millry Communications Equipment or Software. You are strictly prohibited from altering, modifying, or tampering with the Our Equipment, Software or Service or permitting any other person to do the same without Our authorization. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

OTHER

7. Use and Control of Information; Service Provider Communication; Ads. We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists, (Your account information that does not identify customer by name, address or similar personally-identifiable information), as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit Our use of other information not addressed in this Section. You agree that We, in Our reasonable good faith discretion, and without notice, to provide Subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, We may maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain Our exclusive property. You acknowledge that communications with Us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither You nor any user shall have any claim with respect to any proceeds from such activities. Millry Telephone Company, Inc.'s Customer Proprietary Network Information ("CPNI") policy can be found at www.millrv.net/cpni.htm.

8. Limited Warranty; Disclaimer of Warranties; Limitation on Damages. THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BROADBAND SPEEDS, VIDEO AND TELECOMMUNICATION TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS OR INFORMATION ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY OUR EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION, VIDEO AND/OR DATA RESIDING ON OR PASSING THROUGH AND/OR OVER THE NETWORK.

WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICES SET OUT IN THIS AGREEMENT, OUR LIABILITY OF AND THAT OF OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE GREATER OF TOTAL CHARGES APPLICABLE TO THE SERVICE FOR ONE YEAR OR THE THEN CURRENT TERM OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL WE OR OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES,

NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY YOU TO US, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. SHOULD WE PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES, THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH WORK. WITHOUT LIMITING THE FOREGOING, YOU SPECIFICALLY AGREE THAT WE SHALL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY THE SERVICES. YOU ACKNOWLEDGE THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT OUR

LIABILITY AS PROVIDED HEREIN.

UNLESS OTHERWISE PROVIDED IN THE SERVICE ORDER OR PRICE LIST, IF THERE IS AN INTERRUPTION OR FAILURE OF SERVICES IN EXCESS OF TWO (2) HOURS, CAUSED SOLELY BY US AND NOT BY YOU, A THIRD PARTY, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL, YOU MAY BE ENTITLED TO A SERVICE CREDIT, THE AMOUNT OF WHICH SHALL ACCRUE FROM THE TIME THAT WE ARE NOTIFIED OF AN INTERRUPTION OR FAILURE OF SERVICES UNTIL WE HAVE RESTORED YOUR SERVICES OR OTHERWISE REMEDIED THE REPORTED PROBLEM. SUCH CREDIT SHALL BE CALCULATED AS ONE SEVEN-HUNDRED-AND-TWENTI ETH (11720) OF THE APPLICABLE FIXED MONTHLY CHARGES FOR EACH HOUR THEREOF. YOU SHALL FORFEIT ANY ENTITLEMENT TO SUCH CREDIT IF YOU EITHER DENY US, OR FAIL TO PROVIDE US WITH, LAWFUL ACCESS TO ANY PART OF YOUR PREMISES TO WHICH ACCESS IS NECESSARY IN ORDER TO REPAIR THE PROBLEM. NOTWITHSTANDING THE PROVISIONS CONTAINED WITHIN THIS SECTION, WE SHALL NOT BE LIABLE FOR ANY REFUND IF THE INTERRUPTION OR FAILURE OF SERVICES IS CAUSED BY ANY OF THE EVENTS DESCRIBED OR REFERRED TO IN SECTION 15 BELOW OR IF THE INTERRUPTION OR FAILURE OF SERVICES IS CAUSED BY ANY MAINTENANCE, SERVICE REARRANGEMENT, OR CHANGE TO YOUR ORDER OR SERVICES WHICH WAS SCHEDULED OR NEGOTIATED PRIOR TO THE INTERRUPTION OR FAILURE OF SUCH SERVICES.

THIS SECTION 9 SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

9. Dispute Resolution. The Alabama Public Service Commission ("APSC") has jurisdiction over the following complaints arising from Alabama intrastate residential telecommunications (telephone) services: inaccurate billing, billing of telecommunications services not ordered on your behalf and the establishment or disruption of telecommunications service. You may contact the APSC to file a complaint through its web page at <http://www.psc.state.al.us> or by telephone at 1-800-392- 8050.

IT IS IMPORTANT THAT YOU READ THIS PARAGRAPH CAREFULLY. IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION ON OR ANY OTHER LEGAL OR EQUITABLE THEORY) NOT SUBJECT TO EXCLUSIVE APSC JURISDICTION, THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US), INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY, OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE AAA'S TELEPHONIC, ON-LINE, OR IN- PERSON PROCEDURES, FOR WHICH ADDITIONAL CHARGES MAY APPLY . ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A LOCATION THAT THE AMERICAN ARBITRATION ASSOCIATION (AAA) SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AAA, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. A COPY OF THE AM'S ARBITRATION RULES IS AVAILABLE BY WRITING TO US AT P.O. BOX 45, MILLRY, ALABAMA 36558.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND WE WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2) AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR BILL, OR WRITE TO US AT THE ABOVE ADDRESS OR CONTACT

US THROUGH THE WEB AT WWW.MILLRY.NET. IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AAA IN WRITING AT AAA SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TEL 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

THE AAA'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AAA, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, MILLRY COMMUNICATIONS WILL PAY ALL OF THE AAA'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, WE WILL PAY ALL OF THE AAA'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AAA OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AAA'S RULES AND POLICIES IS AVAILABLE AT THE AAA'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A PRO BONO ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AAA. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, ANY ARBITRATION FILING FEE YOU HAVE PAID WILL BE REIMBURSED BY US. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE MA'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU. IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

THIS SECTION 10 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US.

10. Indemnification. You shall indemnify and hold Us harmless from and against any and all claims, losses, damages, liabilities, fees and expenses incurred by Us (including attorneys' fees and expenses) or You resulting from, arising out of, or connected with any breach or violation by You of any terms and conditions set forth in this Agreement and Your use of the Service in any manner whatsoever.

11. Notices; Facsimile Signatures. All notices required by this Agreement may be made by any reasonable means, including, but not limited to, email or publication over the Service. The delivery of any party to the other of a telecopy or facsimile signature to the Service Application, this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy of facsimile signature).

12. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns of You; provided, however, that neither the equipment nor this Agreement nor any of the rights, interests or obligations of You hereunder or to the equipment may be transferred, assigned or delegated without Our prior written consent.

13. Governing Law and Forum/Collection Costs. Subject to the arbitration and dispute resolution requirements of Paragraph 10, this Agreement is governed by and construed in accordance with the laws of the State of Alabama and You consent to the jurisdiction of the federal District Courts of Alabama and the Circuit and District Courts of Washington County, Alabama with respect to any dispute arising under this Agreement. Any final arbitration award or judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. You agree to pay all costs of collection, including all reasonable attorney's fees and expenses, incurred by Us arising from or related to the collection of any amounts due under this Agreement. The right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of any such activities and shall be enforceable whether such action is filed or prosecuted to judgment. Nothing herein contained shall be construed to preclude or in any way prohibit Us from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it. The printed or electronic version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative hearing based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14. Force Majeure. We are to be excused from performance hereunder for any period, to the extent that it is prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other cause beyond Our control, including, without limitation, weather, acts of third parties, or outages on other systems.

15. Reformation; Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. Waiver. Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

17. Web Service (Broadband Only). Millry Communications grants you non-exclusive, non-transferable, limited license to store documents on a Millry Communications Internet World Wide Web server in accordance with this Agreement. We will bill for usage in accordance with rate and prices published online at the time of use. Personal web space may not be used for commercial purposes. Commercial web space is available as an optional service. You are responsible for domain name registration and for any associated fees. Provided however, that if selected by you as an optional service, We will register an available domain name on your behalf and charge you a registration fee and the initial term fee charged by such third party for owning the domain name. We shall also charge an initial nonrecurring setup fee for adding your registered name on the Millry Communications domain name server and a monthly recurring fee for each month the site is hosted.

18. Calling Card Services. By activating or using a Millry calling card, you agree that Millry or any billing agent we may use may release to Millry any customer account information related to your use of the card. In the event that a Millry Calling Card is used to place calls using other carriers, such calls shall be subject to the rates, terms, and conditions of such other carrier(s), and customer agrees to pay any such charges. You may authorize others to use your Millry Calling Card, but you will remain responsible for all charges. If your Millry Calling Card is lost or stolen, you are responsible for charges incurred until the time you notify Millry at the number on your Millry bill or by any verified electronic communication that may be provided by Millry for that purpose. Millry may take any action it deems appropriate in the event it suspects calling card fraud, including, but not limited to, suspending or terminating the card without notice. Your card may also be subject to a maximum monthly usage limit.

19. Time Calculations. Unless otherwise provided in the Service Application, Any usage-sensitive charges under the Agreement begin when the connection is established and end when one or both parties hangs up. Long-distance telephone calls within the continental United States of America will be timed in six (6) second increments, and the time of the call will be rounded up to the nearest six (6) second increment. Long-distance telephone calls terminated outside of the continental United States will be timed in one (1) minute increments, and the time of the call will be rounded up to the nearest one (1) minute increment. REFER TO THE SERVICE DESCRIPTIONS AND RATES APPLICABLE TO YOUR SPECIFIC SERVICE FOR ANY PLAN SPECIFIC USAGE CHARGES AND OPTIONS.

20. Miscellaneous. This Agreement, along with the Service Application and, as applicable, the Millry Price List, and any other documents incorporated by reference herein, constitutes the entire agreement of the parties with respect to the Services and/or Equipment provided hereunder, above, and cannot be amended or modified except as provided in this Agreement.

GRANT OF UTILITY EASEMENT

STATE OF ALABAMA
COUNTY OF _____

For and in consideration of the sum of One and 00/100 (\$1.00) Dollar cash, in hand paid, receipt whereof is hereby acknowledged, and the further consideration of the benefits accruing to us and to the public from the construction of public telephone lines or systems upon and over our lands, and other good and valuable considerations, the undersigned, _____ has this day bargained and sold and by these presents, does hereby give, grant, bargain, sell, transfer and convey unto the MILLRY TELEPHONE COMPANY, INC., a Corporation, and to its successors or assigns, a permanent easement and right-of-way in and to, upon and over the lands of the undersigned, situated in the County of _____, State of Alabama, and more particularly described as follows:

[insert description]

[See attached drawing, if applicable].

for the following purposes, namely: The perpetual right to enter at any time and from time to time to locate, construct, re-construct, relocate, repair, operate and maintain, upon or under the above described land and/or in, upon or under all streets, roads or highways abutting said lands, one or more communication lines or systems, including the right to erect or install poles, housings, equipment, conduit, fiber optic, copper or other cables, wiring, electrical connections and any necessary appurtenances (collectively, the Communications Facilities); the right to clear said right-of-way and keep the same clear, and to cut and trim trees and shrubbery that may interfere with or tend to endanger the operation or maintenance of said lines or systems, and to license, permit or otherwise agree to the joint use or occupancy of said lines or systems by any other person, firm or corporation for related purposes.

TO HAVE AND TO HOLD the said easement and right-of-way to the MILLRY TELEPHONE COMPANY, INC., a Corporation, and its successors and assigns forever.

The undersigned agrees that all Communication Facilities installed on the above described premises at the Company’s expense, shall remain the property of the Company, removable at the option of the Company. The undersigned landowner shall not be held liable for damage to any equipment at the site resulting from forces of Nature, accidental causes or intentional damage caused by others. Any property tax increases incurred by the undersigned landowner resulting directly from any improvements made by the Company on the above easement site or equipment located on the site will be reimbursed to the undersigned on an annual basis as long as any such Company installations on this site remain.

And for and in consideration of the benefits to our property by reason of the construction of said telephone equipment, lines or systems, and the other and above recited considerations, the undersigned for its successors and assigns, does hereby release the Company, its employees and contractors, from all consequential damages, present or prospective to our property arising out of the construction, maintenance or operation of said lines or systems, and that said lines or systems is a benefit to our property is hereby admitted and acknowledged; and we agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into possession of said land, whether by purchase, demise, descent or succession.

The undersigned covenants that they are the owners of the above described lands and that the said lands are free and unencumbered of all liens of whatsoever character, except those held by the following lender(s) or person(s) (If NONE, please so indicate):

- 1. _____
- 2. _____

IN WITNESS WHEREOF the undersigned has hereunto set their hands and seals, this the _____ day of _____, 2024.

LAND OWNER:

By: _____ (SEAL)
Name: _____
Its: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____

COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of _____, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2024.

[SEAL]

Notary Public
My Commission Expires: _____

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF _____

COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name as _____ of _____, a limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

In witness whereof, I hereunto set hand and official seal this the _____ day of _____, 2024.

[SEAL]

Notary Public
My Commission Expires: _____

GRANT OF UTILITY EASEMENT

STATE OF ALABAMA

COUNTY OF _____

For and in consideration of the sum of One and 00/100 (\$1.00) Dollar cash, in hand paid, receipt whereof is hereby acknowledged, and the further consideration of the benefits accruing to us and to the public from the construction of public telephone lines or systems upon and over our lands, and other good and valuable considerations, we the undersigned, _____ have this day bargained and sold and by these presents, do hereby give, grant, bargain, sell, transfer and convey unto the MILLRY TELEPHONE COMPANY, INC., a Corporation, and to its successors or assigns, a permanent easement and right-of-way in and to, upon and over the lands of the undersigned, situated in the County of _____, State of Alabama, and more particularly described as follows:

[insert description]

[See attached drawing, if applicable].

for the following purposes, namely: The perpetual right to enter at any time and from time to time to construct, re-construct, repair, operate and maintain, upon or under the above described land and/or in, upon or under all streets, roads or highways abutting said lands, one or more communication lines or systems, including the right to erect or install poles, housings, equipment, conduit, fiber optic, copper or other cables or wiring, electrical connections and any necessary appurtenances (collectively, the Communications Facilities); the right to clear said right-of-way and keep the same clear, and to cut and trim trees and shrubbery that may interfere with or tend to endanger the operation or maintenance of said lines or systems, and to license, permit or otherwise agree to the joint use or occupancy of said lines or systems by any other person, firm or corporation for related purposes.

TO HAVE AND TO HOLD the said easement and right-of-way to the MILLRY TELEPHONE COMPANY, INC., a Corporation, and its successors and assigns forever.

The undersigned agree that all Communication Facilities installed on the above described premises at the Company's expense, shall remain the property of the Company, removable at the option of the Company. The undersigned landowner shall not be held liable for damage to any equipment at the site resulting from forces of Nature, accidental causes or intentional damage caused by others. Any property tax increases incurred by the undersigned landowner resulting directly from any improvements made by the Company on the above easement site or equipment located on the site will be reimbursed to the undersigned on an annual basis as long as any such Company installations on this site remain.

And for and in consideration of the benefits to our property by reason of the construction of said telephone equipment, lines or systems, and the other and above recited considerations, we for ourselves, our heirs, personal representatives, successors and assigns, do hereby release the Company, its employees and contractors, from all consequential damages, present or prospective to our property arising out of the construction, maintenance or operation of said lines or systems, and that said lines or systems is a benefit to our property is hereby admitted and acknowledged; and we agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into possession of said land, whether by purchase, demise, descent or succession.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and unencumbered of all liens of whatsoever character, except those held by the following lender(s) or person(s) (If NONE, please so indicate):

1. _____ 2. _____

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals, this the _____ day of _____, 2024.

(SEAL)
LAND OWNER

(SEAL)
LAND OWNER (spouse if married)

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned authority, in and for said State and County, hereby certify that _____

whose name _____ signed to the foregoing conveyance and who _____
known to me, acknowledged before me on this day, that being informed of the contents of the conveyance
_____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2024.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned authority, in and for said State and County, do hereby certify that on the _____
day of _____, 2022, came before me the within named _____
_____, known to me to be the wife of the within
named _____, who being examined separate and apart from
the husband touching her signature to the within conveyance, acknowledged that she signed the same of
her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set hand and official seal this the _____ day of _____, 2024.

[SEAL]

Notary Public

My Commission Expires: _____

Millry Telephone Co., Inc.
dba Millry Communications
BACKUP BATTERY NOTICE and DISCLOSURE
As of February 12, 2020

For many years, your home phone would allow you to stay connected to emergency voice services during a power outage. However, many of today's advanced home phone services require backup battery power to continue functioning during an outage. These advanced home phone services can come with battery backup power when installed that should provide 6-8 hours of phone service in case of an outage. This is not talk time, but extended service time to enable you to contact emergency services if needed.

To avoid a disruption of **home voice service** during an outage at your home, and to maintain the ability to connect to 911 emergency services, we at Millry Communications offer you the option of purchasing extended backup power for your home phone service. You can also purchase and install your own backup power equipment or a generator; either of which can provide power to your NID device which will enable your voice services to continue to work during a power outage at your home.

Purchase and Replacement Options You can purchase a backup battery(s) directly through Millry Communications. If you have any questions or simply want to purchase a backup battery through us, please call 251-846-2911.

Pricing for Uninterruptable Power Supply with battery options:

Price: \$92.00 plus taxes

OR

Price: \$174.00 plus taxes

Includes:

8-Hour Battery
Power Supply Charger
Required Cabling

Includes:

24-Hour Battery
Power Supply Charger
Required Cabling

Plus: Installation Fee \$75.00

Plus: Installation Fee \$75.00

Expected Backup Power Duration

In a perfect world, backup batteries are expected to last at least 8 hours (or 24 hours) on standby power. Battery age, maintenance and other factors will determine the extent of actual back up power.

What Your Battery Can – and Can't – Do for You

Millry Communications' backup batteries for telephone services allow you to continue to use your home voice services during a power outage. Without a backup battery or alternate backup source such as a generator, customers will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. This backup battery does not provide power to any services other than voice. Home security systems, medical monitoring devices and other equipment will not run on a home phone backup battery. The backup unit we have provided pricing for is expected to last up to 8 hours (or 24 hours) in the event of a power outage depending upon battery age, usage, and environment. The estimated life expectancy for the battery is 10 years depending on power outage frequency and environment. This unit has a stated 5 year warranty from the manufacturer. Millry Communications will not send the unit back to the manufacturer or track the customer's warranty expiration. This warranty is offered by the manufacturer to the end user customer.

If you decide to purchase a backup battery, please follow the instructions included with your battery for proper use, storage, and care.

- Batteries should be stored in locations under normal room temperatures.
- You should periodically remove and test your battery to verify both operation of the backup battery and its condition. The backup unit can be tested by unplugging it from the power outlet. If it is working correctly, the NID will remain powered and regular corded land line phones will still work in the house. Make sure to plug the unit back in at the end of testing.
- Backup units will display a battery light when the battery needs to be replaced. Please refer to the backup unit's instruction manual for details on the warning indicator lights and the battery replacement procedure.

____ Yes, I would like to purchase the following circled option: 8 HR BACKUP or 24 HR BACKUP. The battery purchase price and installation fee will be added to my bill.

Customer Signature

Date