

## **MOUNDVILLE TELEPHONE COMPANY'S BROADBAND INTERNET ACCESS SERVICE DISCLOSURES**

Pursuant to the terms and conditions of Moundville Telephone Company, Inc.'s ("Moundville") Service Application, Tariff, Customer Service Agreement and Acceptable Use Policy, Moundville provides telecommunications, information and other services to its customers through Moundville and those of its subsidiaries, affiliates and any other person or entity doing business as Moundville, MTC Long Distance or Mound.net. Moundville offers Asymmetric Digital Subscriber Line (aDSL), vDSL (very high bit rate DSL), Fiber to the Home (FttH), DS1/T1 and Digital Data Channel Services for Internet access via its own network facilities.

### **I. Network Management Practices**

#### ***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.

Moundville's network is designed to provide its customers with highly reliable Internet access and data transmission services via a variety of transmissions mediums that are monitored around the clock. In addition, Moundville is building an advanced broadband network that will eventually provide most customers with a high-speed fiber-to-the-home connection capable of delivering voice, data, video and other high-bandwidth services. Moundville 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) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily delaying peer-to-peer sessions (or sessions using other applications or protocols) during periods of high network congestion, (iv) limiting the number of peer-to-peer sessions during periods of high network congestion, and (v) using other tools and techniques that Moundville may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Moundville estimates that a small percentage of its subscribers accounts for a disproportionate share of data usage on the Moundville network. To ensure that all Moundville subscribers have equitable access to the Moundville network, Moundville has implemented a Fair Access Policy (or "FAP"), which may be viewed at [www.mound.net](http://www.mound.net).

Moundville sets usage thresholds on the amount of data you can upload and download within stated time periods. If you exceed these thresholds, Moundville will temporarily limit the speed at which you can send and receive data over the Moundville access network. You will

still be able to access the Moundville Broadband Services, but your speed will be slower. In cases of extreme and continued violation of the FAP limitations, your service may be suspended. Moundville may use other traffic management and prioritization tools to help ensure equitable access to the Moundville network for all customers. Your Moundville Broadband Services access is not guaranteed and is subject to this FAP.

Based on an analysis of typical customers, Moundville has set a monthly limit on data usage per customer, called a monthly Usage Threshold. As shown in the table below, this threshold varies based on the service plan the customer has selected. For each service plan, the Usage Thresholds are significantly above the amount of data that is used by a typical customer. Moundville measures your upload and download data usage (“Actual Usage”) to determine if your actual data usage in any calendar month exceeds the Usage Threshold for the service plan that you selected. If at any time during a calendar month your Actual Usage is above the monthly Usage Threshold, Moundville may, at its sole discretion, reduce your Moundville access speeds for the remainder of the calendar month. At the beginning of the next calendar month, you will be restored to your original speed levels.

You are likely to avoid any limitations imposed by the FAP if your use is typical of the majority of Internet users and consists primarily of web surfing and a reasonable amount of downloading. The table below shows the monthly FAP limits for each plan. These limits specify the amount of data that you can upload and download before your access speed is reduced. Your Actual Usage is far more likely to exceed the FAP limits below if you use peer-to-peer file sharing programs, a webcam or you download full length movies, large quantities of music files, full software applications or similar high-bandwidth activities.

Moundville FAP Monthly Usage Thresholds								
Digital Subscriber Line and FttH								
	Internet 256 k	Internet 2	Internet 5	Internet 10	Internet 15	Internet 25	Internet 50	Internet 100
Upload Threshold (MB) <sup>1</sup>	500 GB	500 GB	500 GB	500 GB	500 GB	500 GB	500 GB	500 GB
Download Threshold (MB) <sup>2</sup>	500 GB	500 GB	500 GB	500 GB	500 GB	500 GB	500 GB	500 GB

<sup>1</sup> Upload Threshold is the volume of data that can be uploaded during a calendar month before the Fair Access Policy may restrict the user’s speeds.

<sup>2</sup> Download Threshold is the volume of data that can be downloaded during a calendar month before the Fair Access Policy may restrict the user’s speeds.

Where a service account, service or feature descriptions specify bandwidth, disk utilization, simultaneous connections and/or aggregate data download or upload, use in excess of those limits (bytes/bits transferred) is not permitted without an appropriate change in account type or status, and additional charges may incur for such usage. Users of Moundville Internet services are limited to one simultaneous connection per session. In the event Moundville determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections or reasonable session times for high-speed broadband accounts, the customer will generally be notified by e-mail. However, if excessive bandwidth, disk space utilization, simultaneous connections, or aggregate data download or upload session length is determined to adversely affect Moundville’s ability to provide service, immediate action may be taken. The account owner may be notified as soon as practicable thereafter. If excess use continues after such notification, the account owner may be requested to upgrade the type of account or modify the activity creating the excess use. Failure to make the requested modifications may result in the account being terminated.

### ***Specific Applications / Device Attachments***

Not applicable.

### ***Security Measures***

Moundville 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, Moundville 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 Moundville's 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 Moundville's Acceptable Use Policy, as found at [www.mound.net](http://www.mound.net), Moundville 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.

## **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 Moundville. 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 Moundville 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. Moundville provides broadband service in discrete, non-overlapping speed tiers. Moundville 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, Moundville will take action either to bring the service within the ordered tier or give you an option to move to a different tier. Your personal computer(s) or other premises equipment connected must meet the minimum hardware and software requirements necessary to access the Internet, as required in your specific situation or application.

**Moundville's Asymmetric Digital Subscriber Line (aDSL) service** provides digital data transmission at high bandwidths over telephone wires and simultaneously accommodates both analog (voice) and digital data on the same line. aDSL works by splitting the phone line into two frequency ranges: the frequencies below 4 kHz are reserved for voice, and the range above that is reserved for data. aDSL may be ordered separately or bundled with other telecommunications services, at a discounted rate. Moundville offers the following aDSL services to the businesses and residences it serves:

Internet Access 2.0 - Unlimited Broadband access and access to the Internet, with download speeds of up to 2.0 Megabytes per second (Mbps) and upload speeds of up to 512 Kb; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 5.0 - Unlimited Broadband access and access to the Internet, with download speeds of up to 5.0 Mbps and upload speeds of up to 768 Kb; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 10 - Unlimited Broadband access and access to the Internet, with download speeds of up to 10.0 Mbps and upload speeds of up to 1.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 15 - Unlimited Broadband access and access to the Internet, with download speeds of up to 15.0 Mbps and upload speeds of up to 1.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 25 - Unlimited Broadband access and access to the Internet, with download speeds of up to 25.0 Mbps and upload speeds of up to 1.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 50 - Unlimited Broadband access and access to the Internet, with download speeds of up to 50.0 Mbps and upload speeds of up to 1.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

All levels of aDSL service may not be available in all locations.

Charges do not include any additional features or premium services, such as extra costs for excess personal web space, virtual domain and additional e-mail accounts.

**Moundville's Very High Bit Rate Digital Subscriber Line (vDSL) services** provide digital data transmission at high bandwidths over telephone wires and simultaneously accommodate both analog (voice) and digital data on the same line. vDSL works by splitting the phone line into two frequency ranges: the frequencies below 4 kHz are reserved for voice, and the range above that is reserved for data. vDSL may be ordered separately or bundled with other telecommunications services, at a discounted rate. Moundville offers the following vDSL

services to the businesses and residences it serves. These services are offered with asymmetrical up and down speeds:

Internet Access 10 - Unlimited Broadband access and access to the Internet, with download speeds of up to 10.0 Mbps and upload speeds of up to 2.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 15 - Unlimited Broadband access and access to the Internet, with download speeds of up to 15.0 Mbps and upload speeds of up to 5.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 25 - Unlimited Broadband access and access to the Internet, with download speeds of up to 25.0 Mbps and upload speeds of up to 10.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 50 - Unlimited Broadband access and access to the Internet, with download speeds of up to 50.0 Mbps and upload speeds of up to 20.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

All levels of vDSL service may not be available in all locations.

Charges do not include any additional features or premium services, such as extra costs for excess personal web space, virtual domain and additional e-mail accounts.

All DSL equipment shall remain the exclusive property of Moundville.

DSL is a fixed-location service and may not be moved to a different residence or a different phone number without payment of new connection fees.

The Moundville system is engineered to help offset the impact of latency, which is the delay caused by sending signals from a customer's PC to the various points on the public Internet. Latency is typically defined in milliseconds. Moundville's most recent analysis of network latency between a typical customer's PC and Moundville's core routing facilities indicates average latency of approximately 1 millisecond. Moundville strives to keep this particular measurement at less than 4 milliseconds. Various measurements of latency between a customer's PC and other points on the public Internet (e.g., a popular website) may vary substantially because of congestion or other network conditions over which Moundville has no control. 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 Moundville network, as it would on any broadband service.

**Moundville's Fiber to the Home (FttH) services** provide digital data transmission at high bandwidths over telephone wires (fiber optics) and simultaneously accommodate both analog (voice) and digital data on the same line. FttH works by simultaneously delivering voice

and data though the all fiber network. FttH may be ordered separately or bundled with other telecommunications services, at a discounted rate. Moundville offers the following FttH services to the businesses and residences it serves. These services are offered with symmetrical up and down speeds:

Internet Access 25 - Unlimited Broadband access and access to the Internet, with download and upload speeds of up to 25.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 50 - Unlimited Broadband access and access to the Internet, with download and upload speeds of up to 50.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

Internet Access 100 - Unlimited Broadband access and access to the Internet, with download and upload speeds of up to 100.0 Mbps; includes five (5) e-mail accounts with web-based e-mail access, 5 MB of personal web space, spam filtering with access to enhanced services, such as web hosting, anti-virus/spyware software and remote data storage.

**Moundville DS1 service** provides for the simultaneous two-way transmission of digital signals only at speeds of 1.544 Mbps using only digital transmission facilities, where facilities are available. DS1 Local Channel is furnished between a Serving Wire Center and the customer's premises. The local channel rate includes the central office trunk termination (COTT).

**Digital Data Channel Services** provide for the simultaneous two-way transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps over digital facilities between points within a local access and transport area (LATA). Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. The Digital Local Channel Charges apply per local channel and include a channel termination at Moundville's central office.

Moundville has also provided additional information to assist customers in managing their e-mail accounts and creating their own personal webspace at [www.mound.net](http://www.mound.net).

### III. Commercial Terms

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

Moundville Data only (listed prices require subscription to local telephone service):

E-mail only - \$9.95 per month

Internet Access 256k - \$26.95 per month

Internet Access 5.0 - \$36.95 per month

Internet Access 10 - \$46.95 per month

Internet Access 25 - \$56.95 per month

Internet Access 50 - \$79.95 per month  
 Internet Access 100 - \$109.95 per month

You may contact Moundville customer service to obtain the rates for stand-alone Internet Service if you do not wish to subscribe to Moundville's local telephone service.

You may elect to purchase a standard DSL modem with wireless router from Moundville for \$82.95, or you may purchase your own. (This option requires a one-time \$50.00 programming fee.)

Certain inside wiring and/or equipment may also be necessary in order to complete installation of DSL service. Any fees for such wiring and/or equipment will be billed to the customer based on the prevailing hourly rate for Moundville's technicians and the cost of such equipment. The services require a working telephone line, and the customer is solely responsible for the costs associated, directly or indirectly, with said line.

DS1 Local Channel, each DS1 with COTT:

	Nonrecurring Charge	Month to Month (per month)	12 Months (per month)	24 Months (per month)	36 Months (per month)
Each DS1	\$300.00	\$335.00	\$279.00	\$261.00	\$244.00

Digital Data Channel Services:

Kbps	Nonrecurring Charge		Monthly Charges		
	First	Add'l	Month to Month	12 Months	24 Months
2.4	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
4.8	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
9.6	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
19.2	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
56.0	\$459.00	\$311.00	\$105.00	\$93.00	\$86.00
64.0	\$499.00	\$351.00	\$105.00	\$93.00	\$86.00

***Cancellation or Termination Fees***

You may cancel your order for Moundville services 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.

Early termination fees and reinstatement of installation charges apply only to those services under a customer service agreement with a fixed term. The termination fee is equal to 100% of the unpaid balance for all services scheduled to be provided under the agreement for the remainder of the term, including, but not limited to, dedicated access fees and any installation charges previously waived by Moundville as part of the agreement. Such installation charges will be assessed at Moundville's prevailing rates at the time of termination of the agreement.

The customer has the right to terminate access to Moundville 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 (5) 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. Customers who seek to restore service following termination will also be subject to the terms of a new agreement, which may include payment of a new installation charge and any additional charges associated with installation or reconnection of the service, and/or a security deposit. A reconnection fee of \$50.00 is due if Moundville 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. Moundville 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.

The services provided under the agreement may be changed by the customer prior to the contract term without incurring termination charges or reinstating installation charges; however, if the new monthly recurring charges do not meet or exceed the monthly recurring charges under the current agreement, the customer will owe a service reduction fee in an amount equal to the difference in the monthly charges for the remainder of the current contract term. If the customer seeks to relocate service to another location within Moundville's service area, no termination fees will be applied if all of the current services are transferred to the new location and those services are maintained for the duration of the term; however, the customer will still be responsible for any installation charges that arise from the relocation.

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 Moundville's equipment relating to such service must be returned immediately. The termination fee imposed will be equal to the greater of the minimum fixed charges due for the remainder of the agreement term or the amount of the installation charges originally waived as part of the agreement. If you seek to restore your service after termination, you will also be subject to the terms of a new agreement, which may include payment of a new installation charge, and payment of any additional charges associated with installation or reconnection of your service. Relocation of service will also require a new agreement and application of any charges associated with installation or reconnection of service.

Customers will not, however, be responsible for any termination fees in the event of cancellation of service by Moundville 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 Moundville 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.

### ***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. Moundville 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.

Moundville does not control, pre-screen or censor content placed on Moundville's computer servers or the subscriber's use of or the content of the World Wide Web or of any newsgroups or other communications passing through its systems. Moreover, Moundville does not have the practical ability to monitor, review, or restrict access to content on Moundville's servers prior to its transmission or to monitor all communications between parties. Moundville 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. The customer is responsible for and bears all risk associated with the accuracy, completeness, reliability or usefulness of any content available on or through the service and for all customer communications on the service.

Newsgroup postings and other e-mail messages sent via the service and the Internet are communications between the senders and consenting receivers thereof, and Moundville 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 Moundville. Moundville will, however, attempt to assist customers who continually receive e-mail they deem to be objectionable and/or unsolicited e-mail and notify it of the problem.

Likewise, Moundville does not routinely monitor the activity of individual service accounts for violations of its usage policies or agreements, except when determining aggregate bandwidth consumption or when examining mail on Moundville's own mail servers when allowed under law or as part of system maintenance or troubleshooting – i.e., when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand. However, Moundville will respond appropriately if it becomes aware of inappropriate use of its services.

Moundville 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 Moundville's users, although they have no legal obligation to do so. Moundville 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 Moundville or its suppliers, in their sole discretion, believe violate its customer agreements, Moundville 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 Moundville may take any other legal or technical actions it deems appropriate, with or without prior notice to the customer.

### ***Service Limitations***

The Internet is an international computer network. The Internet is not owned, operated, or managed by, or in any way affiliated with Moundville or any of Moundville's affiliates. The service provides you access to information, communications, software, photos, video, graphics, music, sounds, services and other material located both on Moundville's computer servers and on the Internet. Moundville cannot and does not guarantee that the service will provide Internet access that is sufficient to meet your needs. Neither does Moundville guarantee that Moundville-provided equipment or Internet package software is suitable or fit for any particular purpose. Any defects in the equipment or software, including manufacture or design, are the sole responsibility of the manufacturer of the equipment or software under the manufacturer's warranties, and Moundville shall have no liability to the customer for any loss, damage, injury or expense of any kind or nature related directly or indirectly to any such equipment, software or Moundville service. Use of the service, equipment and the Internet is solely at the customer's own risk and is subject to all applicable local, state, national and international laws and regulations.

Moundville 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. Moundville disclaims any responsibility for the accuracy or quality of information obtained through its services.

Further, Moundville's 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 Moundville's Internet system. Moundville 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.

Unless otherwise authorized by Moundville, 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 Moundville, 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 Moundville's 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 Moundville 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 Moundville's prior consent, which may be given or withheld in its sole discretion.

Moundville also provides virus scanning and spam filtering services at no additional cost to the customer; however, spam filtering is never perfect, and some spam will slip through regardless of the filters in place.

Moundville makes Personal Webpages available as an optional feature of its service. Use of the Personal Webpage service is limited to one File Transfer Protocol ("FTP") Personal Webpage site per customer. The FTP account will include up to twenty (20) MB of server space. Personal Web space may not be used for commercial purposes. Disk space for storage of commercial webpages is available in amounts specific to each Internet service package. Use of excess space will be charged on a monthly basis according to rates and prices published online at the time of use. Moundville reserves the right to remove files that exceed allowed limits. Server side executable programs are not permitted, customers may not share their passwords and Moundville's name and trademark may not appear to endorse a Personal Webpage site. Moundville reserves the right to limit usage on a customer's application for service, and it is not responsible for any revenue lost by a site being down.

### ***Use of the Service***

Moundville grants a non-exclusive, non-transferable, limited license to customers to store documents on the Moundville Internet World Wide Web server in accordance with the customer agreement. Moundville will bill for usage in accordance with rate and prices published online or in the Price List at the time of use. Personal web space may not be used for commercial purposes. Commercial web space is available as an optional service. Customers are responsible for domain name registration with the appropriate organizations and/or authorities and for any associated fees charged heretofore. Provided however, that if selected as an optional service, Moundville will register an available domain name on the customer's behalf and charge a registration fee and the initial term fee charged for owning the domain name. Moundville charges an initial nonrecurring setup fee for adding the registered name on the Moundville domain name server and a monthly recurring fee for each month the site is hosted.

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 Moundville is challenged by any third party regarding the suitability of a customer's content, Moundville 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. Additionally, using a Moundville e-mail address or website address to collect responses from unsolicited e-mail is prohibited. Customers may not send unsolicited electronic mail to other Moundville customers without Moundville's 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 nineteen (19) years of age.

Moundville 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, Moundville 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.

Moundville 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. Moundville 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 Moundville's sole discretion. In the event that Moundville 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, Moundville (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, Moundville 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 is solely responsible for any information that you or others publish or store on the Personal Webpages and is also responsible for ensuring that all content made available through the Personal Webpages is appropriate for those who may have access to it. You must take appropriate measures to prevent minors from receiving or accessing inappropriate content. Moundville reserves the right to remove, block or refuse to post or store any information or materials, in whole or in part, that, in its sole discretion, it deems to be in violation of the "Content and Information Restrictions" section of this disclosure. As used herein, "material" refers to all forms of communications, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Moundville may remove or block content contained on a customer's Personal Webpages and terminate the Personal Webpages and/or use of the service for violation of these provisions.

Customers may not, through action or inaction, allow the transmission of files that contain a virus or corrupted data. To protect our customers and the network, Moundville may suspend and/or cancel a customer's account if it believes that the customer is transmitting a virus to other Internet users or Moundville's network.

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. Neither does a customer have any proprietary right in the Internet access account IDs provided by Moundville, by which the customer may use Moundville's Internet system.

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 Moundville 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 Moundville's applicable terms and conditions. Any use of the service other than as specified herein and under Moundville's 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 Moundville at law and at equity.

### ***Prohibited Uses and Activities***

Moundville's 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 Moundville's 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";
- to forge electronic mail headers (including any portion of the Internet Protocol packet header and/or electronic mail address) or any other method used to forge, disguise or conceal the user's identity when using the service, commonly known as "spoofing";
- to use another Internet user's electronic mail server to relay electronic mail without the explicit permission of that third party ("mail relay");
- 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 Moundville 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 Moundville's 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 Moundville 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 Moundville's equipment or service or permit any other person to do the same who is not authorized by Moundville.

## **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 Moundville (or Moundville supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Moundville (or Moundville 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, through 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 Moundville 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.

Moundville 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 Moundville’s 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 Moundville, in its sole discretion, believes is infringing these rights. Moundville 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 Moundville’s authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Moundville’s receipt of a satisfactory notice of claimed infringement for these works, Moundville will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal WebFeatures or (ii) disable access to the work(s). Moundville will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).

### ***Redress Options***

Customers may contact Moundville via e-mail at [mtc@mound.net](mailto:mtc@mound.net) for technical support. Technical support is available twenty-four hours a day, seven days a week for Internet service at 1-205-371-4357.

Moundville’s Customer Service is available to resolve customer complaints and questions by e-mail at [mtc@mound.net](mailto:mtc@mound.net); by mail to Moundville Telephone Company, Inc., 288 Market Street, P.O. Box 587, Moundville, Alabama 35474; and by telephone during the hours of 9:00 am to 4:30 pm Monday through Friday at 1-205-371-9011.

## **IV. Blocking**

Moundville is committed to providing high-quality Internet access services and being a responsible member of the Internet Community, including adhering to the “net neutrality” rules set forth by Federal Communications Commission (FCC). With regard to the above-referenced

Internet access services, Moundville does not block lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with Moundville's voice services.

#### **V. Discrimination**

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

#### **VI. Throttling**

Moundville does not engage in any practice (other than reasonable network management elsewhere disclosed) that degrades or impairs access to lawful Internet traffic on the basis of content, application, service, user, or use of a non-harmful device.

#### **VII. Paid Prioritization**

Moundville does not engage in any practice that directly or indirectly favors some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, in exchange for consideration, monetary or otherwise.

#### **VIII. Affiliate Prioritization**

Moundville does not engage in any practice that directly or indirectly favors some traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit any affiliate.