

MON-CRE TELEPHONE COOPERATIVE, INC.'S BROADBAND INTERNET ACCESS SERVICE DISCLOSURES

Pursuant to the terms and conditions of Mon-Cre Telephone Cooperative, Inc.'s ("MON-CRE") Service Application, Price List, and Acceptable Use Policy, MON-CRE provides telecommunications, information and other services to its customers through Mon-Cre Telephone Cooperative, Inc. and those of its subsidiaries, affiliates and any other person or entity doing business as MON-CRE. MON-CRE offers broadband internet access through a variety of mediums, including fiber to the home or business (FTTx) and Ethernet, 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 are shared all the way from the consumer to the Internet, while other services, like FTTx, 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.

MON-CRE's FTTx covers the incumbent local exchange areas of Ramer, Pine Level and Lapine, Alabama, and is also available in certain areas around Pike Road, Alabama. The 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 and capable of instantaneously re-routing critical traffic in the event of a cable cut or other outage.

MON-CRE 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 MON-CRE may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

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. In addition, some sessions on certain access mediums that repeatedly exceed a reasonable time may be terminated in order to protect network resources and preserve service availability for other users. In the event MON-CRE determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate

data download/upload limits, simultaneous connections or reasonable session times, the customer will generally be notified by e-mail. However, if excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or session length is determined to adversely affect MON-CRE's ability to provide service, 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

MON-CRE customers' personal computers ("PCs") will have high-speed Internet access anywhere when connected via wired or WiFi based Ethernet to the MON-CRE network via a compatible network access device such as an FTTx gateway. MON-CRE does not specify minimum PC requirements; each customer must determine the acceptable requirements for local storage, processor speed, operating systems, user interface and other such measurements.

Security Measures

MON-CRE 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, MON-CRE 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. Likewise, MON-CRE does not assume any responsibility, either express or implied, for protecting the customer's PC or other end user equipment from viruses, worms, spyware, spam or other such intrusions received as a result of the customer's activities, such as web sites visited, e-mail attachments received, and files downloaded and opened.

You are solely responsible for the security of any device you choose to connect when using MON-CRE'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. Toward that end, MON-CRE offers F-Secure PC Protection Plus to its customers for \$2.00 per month at www.mon-cre.net/f-secure-anti-virus/, which provides a new Browsing Protection feature for website safety, renewed Parental controls to block harmful websites, and DeepGuard cloud computing technology. In the event of a malicious program infecting your computer that causes a violation of MON-CRE's Acceptable Use Policy, as found at www.mon-cre.net, MON-CRE 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 MON-CRE. 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 MON-CRE 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. MON-CRE provides broadband service in discrete, non-overlapping speed tiers. MON-CRE 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, MON-CRE 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.

FTTx High Speed Internet services are offered to businesses and residences in Montgomery, Crenshaw, Pike and Bullock counties, up to a maximum download speed of 100 Mbps.

Residential Internet Service Offerings (available only as part of a package with other service offerings):

- 6.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 6.0 Megabytes per second (Mbps); includes three e-mailboxes
- 10.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 10.0 Megabytes per second (Mbps); includes three e-mailboxes
- 25.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 25.0 Megabytes per second (Mbps); includes three e-mailboxes
- 50.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 50.0 Megabytes per second (Mbps); includes three e-mailboxes
- 100.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 100.0 Megabytes per second (Mbps); includes three e-mailboxes

Additional e-mailboxes are available for \$5.00 each.

Business Internet Service Offerings (business customers may choose their level of Internet service separately from their telephone and other subscribed services):

- 6.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 6.0 Megabytes per second (Mbps); includes four e-mail accounts
- 10.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 10.0 Megabytes per second (Mbps); includes six e-mail accounts
- 25.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 25.0 Megabytes per second (Mbps); includes eight e-mail accounts
- 50.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 50.0 Megabytes per second (Mbps); includes ten e-mail accounts

100.0 High-Speed Internet - Unlimited access to the Internet, with download speeds of up to 100.0 Megabytes per second (Mbps); includes twelve e-mail accounts

Static IP addresses are available. This is an Internet Protocol (“IP”) address that remains the same each time a user logs on to the Internet, enabling the user to host a website or other type of server connection, such as e-mail or an FTP server; however, this type of connection is also less secure than a dynamically assigned IP address, which changes each time the user logs on.

The MON-CRE 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. MON-CRE’s most recent analysis of network latency between a typical customer’s PC and MON-CRE’s core routing facilities indicates average latency of approximately 1 millisecond. MON-CRE 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 MON-CRE 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 MON-CRE network, as it would on any broadband service. MON-CRE offers a free Internet Speed Test to its customers, which may be found at www.mon-cre.net.

MON-CRE Ethernet Service is a high speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds ranging from 1 Megabit per second (Mbps) to 1 Gigabit per second (Gbps), where available. Ethernet is ideal for transport of broadband multimedia traffic (i.e., voice, data and video) using variable length Ethernet packets with the ability to interconnect multiple locations using MON-CRE’s Ethernet network. Ethernet packets are transmitted using capacity on dedicated and shared transmission paths through MON-CRE’s Ethernet network to a pre-specified destination. Customers may use Ethernet to interconnect customer designated premises (CDPs) served by MON-CRE’s Ethernet network; interconnect with its local area network (LAN) to MON-CRE’s Ethernet network; and/or interconnect its CDPs to an Ethernet network located outside of MON-CRE’s serving territory.

The transmission quality of Ethernet is not guaranteed and is offered to Ethernet customers at a best effort level; however, network congestion may result in a loss of Ethernet packets. Transmission speeds may be affected by distance from MON-CRE’s central office and other technical limitations in MON-CRE’s network and are also not guaranteed.

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

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

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)

An Internet service initiation charge of \$25.00 will apply for new subscribers to MON-CRE's Internet service, together with a \$10.00 Cooperative membership application fee and a \$100.00 deposit. A minimum of six (6) months' service is required with Internet activation, or a \$185.00 installation fee will be required at the time of application for service.

Certain inside wiring and/or equipment may also be necessary in order to complete installation of High-Speed Internet service. Any fees for such wiring and/or equipment will be billed to the customer based on the prevailing hourly rate for MON-CRE'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.

Cancellation or Termination Fees

You may you cancel your order for MON-CRE 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 applicable 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 business days' notice.

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 applicable termination fees, and all of MON-CRE's equipment relating to such service (if any) must be returned immediately. 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. Residential customers may decrease bandwidth prior to the end of the contract term for a fee of \$21.85 and may upgrade their High Speed Internet Service in any bundle prior to the end of the contract term for an additional monthly charge for the upgraded service (depending on the level of service selected), plus any applicable installation fees. 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 MON-CRE 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 MON-CRE 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. The Internet also provides access to individuals and organizations that are not MON-CRE Members. MON-CRE does not have the capability to monitor, review, or restrict any content made available by third parties on the Internet, to edit or remove any content that is not on MON-CRE's own servers, nor to monitor all communications between parties. MON-CRE 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.

MON-CRE does not control, pre-screen or censor content placed on MON-CRE'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 MON-CRE 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 MON-CRE 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 MON-CRE. MON-CRE 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, MON-CRE 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 MON-CRE'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, MON-CRE will respond appropriately if it becomes aware of inappropriate use of its services.

MON-CRE 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 MON-CRE's users, although they have no legal obligation to do so. MON-CRE 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 MON-CRE or its suppliers, in their sole discretion, believe violate its customer agreements, MON-CRE 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 MON-CRE 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 MON-CRE or any of MON-CRE's affiliates. The service provides you access to information, communications, software, photos, video, graphics, music, sounds, services and other material located both on MON-CRE's computer servers and on the Internet. MON-CRE cannot and does not guarantee that the service will provide Internet access that is sufficient to meet your needs. Neither does MON-CRE guarantee that MON-CRE-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 MON-CRE 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 MON-CRE 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.

Further, MON-CRE'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 MON-CRE's Internet system. MON-CRE 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.

MON-CRE's High-Speed Internet service does not include local telephone service, and the service may not be shared by multi-residences, multi-businesses or by a residence or business that is not a part of the same household.

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

MON-CRE offers F-Secure PC Protection Plus to its customers for \$2.00 per month at www.mon-cre.net/f-secure-anti-virus/, which provides a new Browsing Protection feature for website safety, renewed Parental controls to block harmful websites, and DeepGuard cloud computing technology. MON-CRE makes no representation or warranty that the use of its services will be spam-free or substantially spam-free.

Use of the Service

MON-CRE may also immediately terminate any account which it determines, in its sole discretion, is disruptive to MON-CRE's network or is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. If actual damages cannot be reasonably calculated or quantified, MON-CRE 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.

MON-CRE 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. MON-CRE 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 MON-CRE's sole discretion. In the event that MON-CRE 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, MON-CRE (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, MON-CRE 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.

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, MON-CRE may suspend and/or cancel a customer's account if it believes that the customer is transmitting a virus to other Internet users or MON-CRE'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 MON-CRE, by which the customer may use MON-CRE'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 MON-CRE 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 MON-CRE's applicable terms and conditions. Any use of the service other than as specified herein and under MON-CRE'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 MON-CRE at law and at equity.

Prohibited Uses and Activities

MON-CRE'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 MON-CRE'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";
- 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 or conceal the user's identity ("spoofing");
- falsify references to MON-CRE 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 MON-CRE'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 MON-CRE 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 MON-CRE's equipment or service or permit any other person to do the same who is not authorized by MON-CRE.

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 MON-CRE (or MON-CRE supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any MON-CRE (or MON-CRE supplier) facilities used to deliver the service;
- resell the service or otherwise make available to anyone outside the premises the ability to use the service (for example, though WiFi or other methods of networking), in whole or in part, directly or indirectly. The service is to be used for residential and small business purposes only. You agree not to use the service for operation as an Internet service provider or for any similar business purpose;
- connect the MON-CRE 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.

MON-CRE 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 MON-CRE’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 MON-CRE, in its sole discretion, believes is infringing these rights. MON-CRE 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 by sending MON-CRE’s authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon MON-CRE’s receipt of a satisfactory notice of claimed infringement for these works, MON-CRE will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or (ii) disable access to the work(s). MON-CRE 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 MON-CRE via e-mail at www.mon-cre.net/contact-us/ for technical support. Technical support is available twenty-four hours a day, seven days a week for Internet service at 1-888-256-8365.

MON-CRE’s Customer Service is available to resolve customer complaints and questions by e-mail at www.mon-cre.net/contact-us/; by mail to Mon-Cre Telephone Cooperative, Inc., 227 Main Street, P.O. Box 125, Ramer, Alabama 36069; by telephone during the hours of 8:00 am to 5:00 pm Monday through Friday at 334-262-3242, and after hours at 334-562-3242.

To report a violation of MON-CRE’s Acceptable Use Policy, e-mail MON-CRE at info@mon-cre.net.

IV. Blocking

MON-CRE 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, MON-CRE does not block lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with MON-CRE’s voice services.

V. Discrimination

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

VI. Throttling

MON-CRE 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

MON-CRE 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. Affiliated Prioritization

MON-CRE 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.