

Tombigbee Communications Phone and Internet

TERMS of SERVICE (“TERMS of SERVICE”)

These Terms of Service apply to Phone, Internet and related services (“Services”) delivered by Tombigbee Communications, LLC, an Alabama limited liability company and subsidiary of Tombigbee Electric Cooperative (“Tombigbee Communications”).

The services that you receive from Tombigbee Communications are subject to the terms of our Acceptable Use Policy (AUP), these Terms of Service and any Addendums (“Terms of Service”). These agreements have been provided to you in your Welcome Kit and are also available online under “Legal Notices” at www.freedomfiber.com.

I. PAYMENT and FEES

Payment

Payment is due within 15 days of the invoice date. Accounts remaining unpaid 15 days after the invoice date are subject to an interest charge of 1.5% per month. Accounts remaining unpaid 20 days after the invoice date may have service terminated or disconnected. Such termination does not relieve you of your obligation to pay the amount owed. Returned checks are subject to a \$30 charge. If you default on payment, you agree to pay the amount owed and reasonable expenses, including attorney fees, court costs, service fees and collection agency fees, incurred in enforcing its rights under the this Agreement. Monthly fees will be charged one month in advance. Monthly service charges will be pro-rated if you cancel service. Subject to applicable charges and expenses, you may cancel service at any time by notifying Tombigbee Communications at 205-921-6712, or in person at 3196 County Hwy 55, Hamilton, AL 35570.

Payments may be mailed to 3196 County Hwy 55, Hamilton, AL 35570, brought into our business office at 3196 County Hwy 55, Hamilton, AL 35570, or paid online at www.freedomfiber.com. Tombigbee Communications also offers automatic payment services. Customers may pay their bill by using a debit or credit card. Tombigbee Communications reserves the right to change monthly fees. You will be notified at least 30 days prior to any proposed change in rates.

Resolution of Dispute

Any dispute regarding charges to your account must be lodged within sixty (60) days of the date of the statement, or you will be deemed to have accepted the charges.

Taxes, Fees and Surcharges

State and local governments may assess taxes, surcharges and/or fees on your use of the Tombigbee Communications' facilities, networks, fiber optic cable, electronics, or other equipment (the "Tombigbee Communications Network") and Tombigbee Communications Services. These charges may be a flat fee or a percentage of your charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Tombigbee Communications Network and Tombigbee Communications Services. Such amounts are in addition to payment for the Tombigbee Communications Network and Tombigbee Communications Services.

II. SERVICE INSTALLATION

Appointments

Installation and service call appointments are scheduled in advance. If Tombigbee Communications cannot meet a scheduled commitment, Tombigbee Communications will attempt to notify you and reschedule the appointment for a convenient time. If more than one appointment is scheduled and missed by the customer, a fee of \$25 will be charged.

Moving?

If you are moving within the same service area, Tombigbee Communications will be glad to schedule an appointment to install Tombigbee Communications services at your new location. Please notify Tombigbee Communications at least ten (10) days prior to your move and we'll arrange to transfer your services. Some fees and restrictions may apply. When you transfer your services, your account must be in current standing and any credits and charges from your previous service address will be transferred to your new account address. These credits and charges may take up to two (2) months to appear on your Tombigbee Communications bill.

Access to Customer Premises

From time to time, Tombigbee Communications may need to enter the premises at which you will use the Services ("Premises") in order to install, maintain, inspect, repair, and remove the Tombigbee Communications Equipment or Services. Accordingly, you authorize Tombigbee Communications and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us. You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to allow us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, evidence that the owner has authorized you to grant access to the Premises, and written consent from the owner.

“Adult at Home” Policy: Our installers and technicians will not enter your home to perform any work unless a responsible adult (person 18 years old or older) is present. We realize this may cause an inconvenience for some of our customers, but this policy is essential to protect you and our employees.

III. EQUIPMENT

All equipment, including converters, terminals, and remote controls provided by Tombigbee Communications are the property of Tombigbee Communications and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to Tombigbee Communications at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

Tombigbee Communications will repair and/or replace the equipment we use to provide your services at no charge if the repair or replacement is not the result of your negligence, fault, or theft from your home. If you are experiencing problems with your service, contact your local Customer Service office. Customer Service contact information is available online at www.freedomfiber.com or by calling 205-921-6712. Tombigbee Communications does not repair equipment owned by you, such as DVD players, telephones, modems, computers and televisions and is only responsible for bringing service to the input of such equipment.

Damage to or Failure to Return Tombigbee Communications Equipment

In the event any Tombigbee Communications-provided equipment distributed to and/or installed for use in your service location(s) by or on behalf of Tombigbee Communications (such equipment, the “Tombigbee Communications Equipment”) is lost, stolen, damaged, destroyed, or otherwise not returned promptly to Tombigbee Communications, you agree to pay the current replacement cost of the Tombigbee Communications Equipment. We suggest that the Tombigbee Communications Equipment in your possession be covered by your homeowners, renters, or other insurance. You understand that failure to pay the replacement charge will result in the matter being turned over to a collection agency and attorneys to pursue legal action.

Unauthorized Use of Tombigbee Communications Equipment or Services

Unauthorized use of Tombigbee Communications Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. Tombigbee Communications will press charges against all violators. You will be liable for all unauthorized use of the Services and for any and all stolen Services. You agree to notify Tombigbee Communications immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the Tombigbee Communications Equipment has been stolen or that your Services are being stolen or used without your authorization. If you fail to notify

Tombigbee Communications in a timely manner, your Services may be terminated without notice, with additional charges to you.

Service and Maintenance Procedures

In the event of a problem with your Service or Tombigbee Communications Equipment, you should contact Tombigbee Communications Customer Service at 205-921-6712. Depending on the nature of the problem, we may at our option schedule an appointment for our Service Technician to visit your service location home, usually by the next business day. Tombigbee Communications does not charge for service calls if Tombigbee Communications Equipment caused the problem. You agree to cooperate by all reasonable means to allow a Tombigbee Communications representative to inspect its facilities either inside or outside the place of attachment and with its attempts to resolve a service or equipment problem. You agree that Tombigbee Communications is not obliged to service any Customer Equipment, including your telephone or fax equipment. In the event that Tombigbee Communications determines in its sole judgment that the problem was caused by Customer Equipment, Customer negligence, lack of knowledge, Customer software, Customer-installed wiring or hardware, purchased Equipment not covered by its limited warranty, or any problem not caused by Tombigbee Communications, you agree to pay for the service appointment and our reasonable charges for repair. In some cases, Tombigbee Communications may decline to undertake the repair.

If a problem is not resolved to your satisfaction, you may write or call us with concerns or complaints. Emergencies such as fallen trees or utility poles, violent storms or very cold weather may interfere with the Services. Our crews are promptly dispatched to correct any emergency when practicable. As these situations may affect a large service area, it may take several days to resume full service to the entire area.

Limitation of Liability; Indemnification; No Warranties

No Warranties

THE TOMBIGBEE COMMUNICATIONS EQUIPMENT AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE TOMBIGBEE COMMUNICATIONS PARTIES NOR THEIR SERVICE PROVIDERS WARRANT THAT THE TOMBIGBEE COMMUNICATIONS EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR, OR THAT THEY WILL NOT INTERFERE WITH OTHER THIRD-PARTY EQUIPMENT OR SERVICES. NEITHER THE TOMBIGBEE COMMUNICATIONS PARTIES NOR THEIR SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED COMPLETELY OR IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NEITHER THE TOMBIGBEE COMMUNICATIONS PARTIES NOR THEIR SERVICE PROVIDERS WARRANT, OR SHALL BE RESPONSIBLE IN ANY REGARD, FOR ANY MERCHANDISE

OR SERVICES ORDERED THROUGH THE SERVICES FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH CHARGES AND SHALL INDEMNIFY TOMBIGBEE COMMUNICATIONS FOR ALL LIABILITY IN CONNECTION THEREWITH.

Limitations on Liability for Malfunctions and Intellectual Property Claims.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL THE TOMBIGBEE COMMUNICATIONS PARTIES OR THEIR SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES, INCLUDING LACK OF 911/E911 OR LACK OF DIALING ASSOCIATED WITH A SECURITY SYSTEM, HOME DETECTION OF MEDICAL MONITORING SYSTEM, OR THE USE OR ATTEMPTED USE OF OR CUSTOMER'S RELIANCE ON OR USE OF THE TOMBIGBEE COMMUNICATIONS EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF THE TOMBIGBEE COMMUNICATIONS EQUIPMENT OR SERVICES; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE TOMBIGBEE COMMUNICATIONS EQUIPMENT OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

Limitations on Tombigbee Communications' Liability for Customer Equipment and Software

Customer Equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair, and removal of the Tombigbee Communications Equipment and the Services. Except for gross negligence or willful misconduct by us, none of the Tombigbee Communications Parties shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by Tombigbee Communications, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. Use of certain features of the Services, such as integrated messaging (where available), may require special software, applications, or access to web portals. Tombigbee Communications makes no representation or warranty that any software or application installed on your computers or web portal does not contain a virus or other harmful

feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER THE Tombigbee Communications PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

Tombigbee Communications does not represent, warrant, or covenant that the installation of the special software or applications described in the preceding paragraph or access to our web portals will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER THE TOMBIGBEE COMMUNICATIONS PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

Limitations on Tombigbee Communications' liability for Third Parties

Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation their services, equipment, and infrastructure ("Service Providers"). Tombigbee Communications is not responsible for the performance or non-performance of third-party services, equipment, or infrastructure, whether or not they constitute components of the Services. Tombigbee Communications shall not be bound by any undertaking, representation, or warranty made by an agent or employee of Tombigbee Communications or of our Service Providers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. The limitations of liability set forth herein apply to any acts, omissions, and negligence of the Tombigbee Communications Parties and their Service Providers which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

Customer's Indemnification of Tombigbee Communications

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE TOMBIGBEE COMMUNICATIONS PARTIES AND THEIR SERVICE PROVIDERS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE SERVICES OR ANY TOMBIGBEE COMMUNICATIONS EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS

OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR LACK OF DIALING ASSOCIATED WITH A SECURITY SYSTEM, HOME DETECTION, OR MEDICAL MONITORING SYSTEM. YOU AGREE THAT TOMBIGBEE COMMUNICATIONS SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES OR THE TOMBIGBEE COMMUNICATIONS EQUIPMENT. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

Service Interruptions Due to Technical Malfunctions and Force Majeure Events

In the event of complete failure of a Service due to technical malfunction for 24 consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for a credit, you must request it within 30 days of the failure. THE FOREGOING IS YOUR SOLE REMEDY FOR A SERVICE INTERRUPTION. YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE MAY BE INTERRUPTIONS OF THE SERVICES DUE TO ACTS OF GOD, WAR, WEATHER, POWER FAILURES, EQUIPMENT FAILURES, OR OTHER SIMILAR EVENTS BEYOND THE CONTROL OF TOMBIGBEE COMMUNICATIONS. NONE OF THE TOMBIGBEE COMMUNICATIONS PARTIES OR THEIR SERVICE PROVIDERS SHALL HAVE ANY LIABILITY FOR INTERRUPTIONS OF SERVICE DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL, OR FOR CLAIMS OR DAMAGES ARISING FROM SUCH INTERRUPTIONS.

Customer's Sole Remedies

Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. If any of the above exclusions is found invalid, the liability of the Tombigbee Communications Parties and their service providers is limited to the maximum extent permitted by law.

Home Wiring

The following notice will serve to inform you of your options regarding the home wiring located within your dwelling that is used to provide cable service. Home wiring is the cable which runs from your equipment to a point approximately twelve inches outside of your dwelling unit. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire but does not include devices such as converters, descramblers, CableCARDS, A/B switches, parental lockout devices, security devices and the like.

Pursuant to FCC regulations, all customers are given the option to acquire the home wiring within their dwelling unit upon termination of cable service. However, even prior to termination of cable service, we allow our customers to remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of the customer's dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your home wiring in a way that impairs the integrity of the cable system, such as by creating signal leakage, or which may cause a violation of government regulations.

Furthermore, you may not attach devices or equipment to the wiring which alone or together result in a degradation of signal quality to you or your neighbors.

If you choose to have us remove, replace, rearrange or maintain the wiring inside your home, you will be charged our regular hourly service charge on a per-visit basis. For maintenance, you have the option of purchasing our optional inside wiring maintenance plan for a small monthly fee. This optional program covers most but not all home wiring problems. For example, it does not cover damage to home wiring caused by you or any third party should you attempt to undertake your own removal, replacement, rearrangement, repair, extension or maintenance of that wiring. Furthermore, we are not responsible for problems relating to the operation of customer-owned consumer electronics equipment such as televisions, DVDs, DVRs, home antennas, etc., which may be connected to home wiring. We are, however, responsible for problems relating to any equipment which you lease from us, other than problems caused by tampering, neglect or abuse.

You also have the option of removing, repairing, rearranging or maintaining the home wiring yourself or of hiring a qualified outside contractor to do the work for you. It is extremely important that only high quality home wiring materials be used and that these materials be properly installed in order to avoid signal leakage and to maintain signal quality in compliance with FCC technical regulations.

In the event of improper installation by anyone other than Tombigbee Communications or in the event the use of improper materials causes signal degradation and/or leakage, you may be held responsible for the cost of rectifying the problem. Also, Tombigbee Communications may be required under federal law to terminate your Service until the problem can be remedied.

IV. SERVICE DISCONNECTION

You may request that your services be disconnected at any time. Tombigbee Communications will schedule a disconnect appointment for you, or you may come to our office to return any Tombigbee Communications equipment (e.g., modems). Unless otherwise provided by applicable law, billing for any disconnected services will stop on the date that the service disconnection takes effect and all equipment is returned. Please be advised that you will be subject to an early termination fee if you disconnect your Service prior to the expiration of the initial term of your Service contract (12 months for residential customers and 24 months for commercial customers). This early termination fee shall be an amount equal to the product of your aggregate monthly charges multiplied by the number of months remaining in the initial term of your Service contract.

V. CUSTOMER OWNED and/or PROVIDED EQUIPMENT

Specifications

Any customer-owned or provided equipment that you use in connection with the Services (except equipment purchased from Tombigbee Communications) ("Customer Equipment") must meet Tombigbee Communications' current minimum technical and other requirements.

No Warranty

If you install or use Customer Equipment in connection with the Services that does not meet the minimum technical or other requirements described above (a "Non-Recommended Configuration"), you agree that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the Customer Equipment. NEITHER TOMBIGBEE COMMUNICATIONS NOR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, THEIR AGENTS, OR ASSOCIATED PARTIES ("TOMBIGBEE COMMUNICATIONS PARTIES") WARRANT THAT A NON-RECOMMENDED CONFIGURATION OR THE USE OF CUSTOMER EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NONE OF THE TOMBIGBEE COMMUNICATIONS PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE, INCLUDING BUT NOT LIMITED TO LACK OF 911/E911 OR LACK OF DIALING ASSOCIATED WITH A SECURITY SYSTEM, HOME DETECTION OR MEDICAL MONITORING SYSTEM. For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with Tombigbee Communications. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

Maintenance of Customer Equipment

Tombigbee Communications shall have no obligation to provide, maintain, or service Customer Equipment. You agree to allow us the rights to send software and/or downloads to Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment.

National Do Not Call List

If you would like to add or remove your number from the National Do Not Call List, you may do so by calling 1-888-382-1222 or online at www.donotcall.gov.

VII. SPECIFIC PROVISIONS REGARDING INTERNET SERVICES

Prohibition from Unlawful Use

You may use the Services for lawful purposes only. You may not submit or transmit through the Tombigbee Communications Network or via any Tombigbee Communications Service any material, or otherwise engage in any conduct that:

1. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
2. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions, or accounts of, sexual acts;
3. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
4. impersonates any person, business or entity, including and its employees and agents;
5. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
6. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
7. violates these Terms of Service, the Acceptable Use Policy guidelines or any policy posted on the Tombigbee Communications Network, or
8. interferes with the use of the Tombigbee Communications Network or any Tombigbee Communications Service by others.

You may not use the Tombigbee Communications Network or any Tombigbee Communications Service in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Tombigbee Communications Network or Tombigbee Communications Service. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Service.

If Tombigbee Communications believes that you have used the Tombigbee Communications Network or any Tombigbee Communications Service in any of the aforementioned ways, Tombigbee Communications may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Tombigbee Communications will provide information in response to law enforcement requests, subpoenas, or court orders, to protect our rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Tombigbee Communications reserves all of our rights at law and equity to

proceed against anyone who uses the Tombigbee Communications Network or any Tombigbee Communications Services illegally or improperly.

Content

You may only post text, messages, information, software, images, audio and video (“Content”) to public areas on the Services that you created or that you have permission to post. You may not post Content that violates these Terms of Service. We do not claim ownership of any Content that you may post. However, by submitting Content to public areas of the Services, you grant us, our parent, affiliates, and distributors the right to use, copy, display, perform, distribute, adapt and promote this Content in any medium.

We are not liable for Content that is provided by others. We have no duty to pre-screen Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material. We are not responsible for content made available on the Internet or any dealings that you have with advertisers found on the Tombigbee Communications Network are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

It is your responsibility to impose any restrictions on viewing of any video programming available over the Tombigbee Communications Network or through any Tombigbee Communications Service by you, other members of your household, or guests, and we shall have no liability to anyone due to or based on the content of any of the Tombigbee Communications Services furnished to you.

Content You May Use

Tombigbee Communications, our suppliers, and our other users who lawfully post Content on the Tombigbee Communications Network own the property rights to that Content. The Content is protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information. You may only use such Content for personal, non-commercial purposes. You may use Content offered for downloading, such as photos and music, for personal use only and subject to the rules that accompany that particular Content. You may not use the Content in a manner that exceeds the rights granted for your use of the Content, which includes unauthorized copying or distribution of the Content or creating an unauthorized derivative work. You may not circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Content.

VIII. SPECIFIC PROVISIONS REGARDING PHONE SERVICES

Restrictions Applicable to Residential Customers

If you purchased service under a residential plan, we reserve the right to immediately disconnect or modify your access to the Tombigbee Communications Network or any Tombigbee Communications Service if we determine, in our sole and absolute discretion, that your use of the Tombigbee Communications Network or any Tombigbee Communications Service is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service was inconsistent with normal residential use, as determined by Tombigbee Communications in its sole discretion.

Calling Plans

Unlimited Local and Long Distance Calling service allows you to call anyone, anytime, anywhere in the United States, U.S. Territories and Canada as frequently as you like for one simple monthly price, based on the package of services you purchase from Tombigbee Communications. Current rates and offers are available at www.freedomfiber.com. Additional charges apply for taxes, fees, and calls to directory assistance and operator services. Unlimited Local and Long Distance Calling may be used to make calls using calling cards.

Unlimited Local Calling allows you to call anyone, anytime, anywhere within the boundaries of your local calling area as frequently as you like for one simple monthly price, based on the package of services you purchase from Tombigbee Communications.

Your Tombigbee Communications phone charges will appear as a series of line items on your Tombigbee Communications bill. You may request a mailed copy of your recent outbound calling details by contacting Customer Service at 205-921-6712. Charges for directory assistance, operator services, and unpublished listings (“Additional Charge Services”) are not included in Calling Plans and will be billed separately, based on usage. Additional information about Calling Plans, rates and additional charge services may be requested by calling Customer Service on 205-971-6712.

Tombigbee Communications phone service is compatible with most home monitoring and security systems. If you plan to use Tombigbee Communications phone service with your home monitoring and security system, you must contact your service provider in order to test the compatibility of the service with Tombigbee Communications phone service. Tombigbee Communications will not be responsible for the cost of conducting any tests or configuring your monitoring or security system.

Emergency 911 Access

Our Tombigbee Communications Voice (VoIP) phone service is electrically powered, and phone service, including access to emergency 9-1-1 and home security services, may not operate in the event of an electrical power outage. If a power outage occurs in your home, your Tombigbee Communications equipment is equipped with a battery, which may enable back-up service for a limited period. If your local Tombigbee Communications system loses power or experiences other service issues, Tombigbee Communications phone service may not be available.

Important 911 Notice: You may not move your equipment to a new address. If you do so, Enhanced 9-1-1 services will not operate properly as emergency operators will be unable to accurately identify your location in an emergency. If you would like to establish service at a new address, you must call Tombigbee Communications.

Third-Party Charges

The Services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

Taxes and Other Charges

All charges stated in the Rates and Services Schedules are computed by Tombigbee Communications exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, universal service fees, duties, surcharges, fees or similar liabilities. Such taxes, fees, surcharges, duties, liabilities or other charges must be paid in addition to the rates and charges set forth in the Rates and Services Schedules. You must pay all taxes, fees, surcharges, and other charges that we bill you for the Services. Taxes and surcharges will be in the amounts that federal, state, and local authorities require us to bill you. Tombigbee Communications will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

Use and Maintenance of Equipment for Phone Service

Handset and Wiring

In order to use the Services, you are required to provide certain Customer Equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. Tombigbee Communications does not guarantee that you will also be able to attach telephones

to the jacks within your premises to use the Service, but you may request our assistance in attempting to enable such use. Additional charges may apply.

Incompatible Equipment and Services

You acknowledge and understand that the Tombigbee Communications Phone Services may not support or be compatible with (i) Non-Recommended Configurations; (ii) certain non-voice communications equipment, including but not limited to alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems; (iii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units; (iv) casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; (v) 211, 311, or other x11 calling (other than 411, 511, 611, 711, and 911); and (vi) other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE TOMBIGBEE COMMUNICATIONS PARTIES AND THEIR SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE TOMBIGBEE COMMUNICATIONS EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS DOCUMENT.

You Assume the Risk of High-Risk Activities

The Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

No Tampering with or Relocation of Equipment

You will not service, alter, modify, or tamper with Tombigbee Communications Equipment or with the Services, or permit any other person not expressly authorized by Tombigbee Communications to do so. You agree that the equipment and the Phone Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use such equipment or the Phone Services at another location, the Services, including but not limited to 911/E911, may fail to function or may function improperly. *As described on Pages 14 and 15 above, you must notify Tombigbee Communications if you wish to relocate the equipment or Tombigbee Communications*

Phone Services. If you move the equipment or Services to another location without complying with Pages 14 and 15, you do so in violation of this Agreement and at your own risk.

Limitations of 911/E911 Dialing

Limitations

The Services includes the ability to place calls to emergency dispatch operators by dialing "911" ("911/E911") that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. If you have any questions about 911/E911, call Tombigbee Communications customer service at 205-921-6712.

Correct Address

In order for your 911/E911 calls to be properly directed to emergency services, Tombigbee Communications must have your correct service address. If you move the Services to a different address without Tombigbee Communications' approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Services (including 911/E911) may fail altogether. Therefore, you must call Tombigbee Communications customer service at 205-921-6712 at least **10** days before you move the Services to a new address. All changes in service address require Tombigbee Communications' prior approval. YOU UNDERSTAND AND ACKNOWLEDGE THAT TOMBIGBEE COMMUNICATIONS WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED.

Network Congestion or Failures

Calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem. Similar congestion and failures can occur with traditional phone service.

Service Interruptions Caused by Power Failures

Tombigbee Communications uses the electrical power from your service location. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY LOSE ACCESS TO AND USE OF THE SERVICES, INCLUDING 911/E911, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (i) IF OUR NETWORK OR FACILITIES ARE NOT OPERATING; (ii) IF ELECTRICAL POWER TO THE EQUIPMENT IS INTERRUPTED AND SUCH DEVICES ARE NOT SUPPORTED BY A WORKING BATTERY BACKUP. You understand and acknowledge that your equipment may not have battery backup or another power source of its own.

Limitation on Liability

YOU ACKNOWLEDGE AND AGREE THAT THE TOMBIGBEE COMMUNICATIONS PARTIES AND THEIR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOMBIGBEE COMMUNICATIONS PARTIES AND THEIR SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

Transferring Your Phone Number

Switching to Tombigbee Communications from Another Provider

If you are switching to Tombigbee Communications Services from another service provider, you may transfer your existing phone number (if any) to our Services, provided that (i) you request the phone number transfer when you place your order for our Services; (ii) your current service provider releases your existing phone number, at our request, without delay or charge; (iii) transfer of your existing phone number to our Services would not, in our view, violate applicable law or our processes and procedures; (iv) you acknowledge and agree that Tombigbee Communications will not transfer numbers from certain other service providers, (v) you acknowledge and agree that if your equipment is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to such equipment. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Services; and (vi) you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the equipment installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your equipment is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. If you have questions about the timing of your Port Effective Date, please contact Tombigbee Communications.

Switching from Tombigbee Communications to Another Provider

To transfer your phone number from Tombigbee Communications to another service provider, you must terminate the Phone Services and place the transfer order through your new service provider (and not through Tombigbee Communications). Tombigbee Communications will release your phone number to your new service provider, provided that (i) your new service provider requests the transfer upon termination of your account; (ii) your new service provider is willing to accept transfer of the phone number without delay or charge; and (iii) transfer of

your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

Limitations on Liability for Directories and Directory Assistance

THE LIMITATIONS IN THIS SECTION SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING OR PUBLICATION OPTION. IF (i) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (ii) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (iii) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, OR (iv) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF THE TOMBIGBEE COMMUNICATIONS PARTIES AND THEIR SERVICE PROVIDERS IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO TOMBIGBEE COMMUNICATIONS TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD THE TOMBIGBEE COMMUNICATIONS PARTIES AND THEIR SERVICE PROVIDERS HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

IX. MISCELLANEOUS

How to Contact Tombigbee Communications

For any inquiries or notices required in connection with this Agreement, you may contact us in writing at 3196 County Hwy 55, Hamilton, AL 35570, or by calling our customer service line at 205-921-6712 during normal business hours.

How You Will Receive Notices

Notices from you to Tombigbee Communications must be provided as specified in this Agreement or the Rates and Services Schedules. Notice from you to Tombigbee Communications made by calling Tombigbee Communications is effective as of the date that our records show that we received your call. Tombigbee Communications 's notice to you under this Agreement will be provided by one or more of the following methods: posting on the Tombigbee Communications web site (www.freedomfiber.com), recorded announcement, bill message, bill insert, postcard, letter, call to your billed telephone number, or E-mail to an address provided by you.

X. PRICING

You can find more information about pricing for the Services by calling Tombigbee Communications at 205-921-6712. Pricing of Services may change from time to time. THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICING INCLUDED IN TOMBIGBEE COMMUNICATIONS' THEN-CURRENT RATES AND SERVICES SCHEDULES.

XI. ARBITRATION

(a) EXCEPT FOR (i) CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW; (ii) CLAIMS BROUGHT BY TOMBIGBEE COMMUNICATIONS RELATED TO UNPAID CHARGES FOR THE SERVICES OR TOMBIGBEE COMMUNICATIONS EQUIPMENT; OR (iii) CLAIMS BROUGHT BY TOMBIGBEE COMMUNICATIONS FOR UNAUTHORIZED USE OF THE SERVICES OR TOMBIGBEE COMMUNICATIONS EQUIPMENT, ALL THREE OF WHICH MAY BE BROUGHT IN ANY FORUM, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

(b) IF ANY CLAUSE WITHIN THIS ARBITRATION SECTION (OTHER THAN THE CLASS ACTION WAIVER CLAUSE) IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THE ARBITRATION PROVISION, AND THE REMAINDER OF THIS ARBITRATION SECTION WILL BE GIVEN FULL FORCE AND EFFECT. IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE ARBITRATION SECTION WILL BE UNENFORCEABLE. IN THE EVENT THAT THIS ENTIRE ARBITRATION SECTION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS ARBITRATION SECTION, YOU AND TOMBIGBEE COMMUNICATIONS HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

XII. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

You represent and warrant that you are at least eighteen (18) years of age. You may, at your discretion, permit minors to use the Services under adult supervision. You are solely responsible for monitoring all material that is accessed by minors using your Services. You also

represent and warrant that you have provided and will continue to provide to Tombigbee Communications accurate, complete, and current customer information, including but not limited to your legal name, address, phone numbers, and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of this Agreement you will promptly notify us if there is any change in the information that you have provided to us in accordance with the terms of this Agreement. If you fail to provide and maintain accurate information, you thereby breach this Agreement.

XIII. NO RELATIONSHIP BETWEEN TOMBIGBEE COMMUNICATIONS AND OTHER PROVIDERS

Nothing in this Agreement will create any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between Tombigbee Communications and any providers of content or of backbone, network, circuit, and other technology or communications; between Tombigbee Communications and any software and other licensors; between Tombigbee Communications and any hardware and equipment suppliers; or between Tombigbee Communications and any other third-party providers of elements of the Services. Nor will anything in this Agreement impose upon any such companies any obligations for any losses, debts, or other obligations incurred by the other.

XIII. TERMINATION

Term

The term of this Agreement shall commence from the time that the Services are activated and shall continue thereafter until terminated as provided for in this Agreement. If you self-install Tombigbee Communications Equipment that we have provided to you, Service charges begin the earlier of (i) the day you install, or pick up from an Tombigbee Communications office or employee, such equipment, or (ii) five (5) days after the shipment date. Following the initial term of your Service contract, Service is provided on a month-to-month basis unless you agreed to a specified minimum renewal term, in which case you agree to maintain and pay for your Service for the duration of the specified minimum renewal term. In the event of any termination prior to the expiration of the initial term of your Service contract or any specified minimum renewal term, you will be responsible for payment of an early termination fee equal to the product of your aggregate monthly charges multiplied by the number of months remaining in your then current initial Service contract term or specified minimum renewal term.

Termination by You

You may change or cancel individual Services by calling the Tombigbee Communications customer Service number on your Tombigbee Communications bill, subject to the applicable terms and conditions in the Tombigbee Communications Rates and Services Schedules. This

Agreement remains in effect for any Services that you continue to be enrolled in, use, or pay for.

Suspension and Termination by Tombigbee Communications.

Upon five (5) days' written notice, we may suspend, restrict, or cancel the Services and this Agreement, if you do not make payments for current or prior bills by the required due date, including payments for late fees, deposits, or any other required additional charges. If Services are suspended, restricted, or cancelled, charges will continue to accrue through the date that Tombigbee Communications fully processes the suspension, restriction, or cancellation. You must pay all outstanding charges for these Services, including payment of any bills that remain due after the date of cancellation. You must reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges and other amounts owed to us. If you want us to restore Services following any such suspension, restriction, or cancellation, we may require that you pay a deposit and installation charges. You understand and acknowledge that all Tombigbee Communications Phone Services will be disabled because of termination of your account.

Your Obligations Upon Suspension or Termination

You agree that upon suspension of Services or termination of this Agreement you will (i) immediately cease use of the Services and all Tombigbee Communications Equipment; (ii) pay in full for your use of the Services and the Tombigbee Communications Equipment (including any and all fees, charges and expenses, including early termination fees, contemplated hereby) up to the later of the effective date of termination of this Agreement or the date on which the Services are disconnected and all Tombigbee Communications Equipment has been returned; and (iii) return the Tombigbee Communications Equipment to Tombigbee Communications, by any method reasonably requested by us, within ten (10) days after termination of the Agreement. Upon our request, you will permit Tombigbee Communications and our employees, agents, contractors, and representatives to access your premises during regular business hours to remove the Tombigbee Communications Equipment and other material provided by Tombigbee Communications. Tombigbee Communications will conduct this removal at a time agreed on by you and us, and you will ensure that all Tombigbee Communications Equipment is returned to Tombigbee Communications. You may be responsible for paying an equipment return charge and any previously agreed to charge if Tombigbee Communications must come to the Premises to recover the Tombigbee Communications Equipment. If Tombigbee Communications incurs collection or legal costs as a result of your failure to comply with this Section, you will be liable for not only the value of the Tombigbee Communications Equipment, but also for collection and attorneys' fees as well as court costs upon judgment.

Deletion of Customer Information

Tombigbee Communications and its service providers reserve the right both during the term of this Agreement and upon its termination to delete your voice-mail, data, files, or other

Customer information that is stored on Tombigbee Communications' or its Service Providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voice-mail, data, files, or other Customer information.

Tombigbee Communications Firmware and Software

The Services and Tombigbee Communications Equipment, including any firmware or software that may be embedded in the Tombigbee Communications Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. This license will commence upon your acceptance of the relevant Services and will terminate immediately upon the termination of the Services for any reason. Tombigbee Communications and its licensors retain all rights and interests in and to any such software of firmware. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Tombigbee Communications Equipment or used to provide the Services. You expressly agree that you will use the Tombigbee Communications Equipment exclusively in connection with the Services. You are permitted to archive the software or re-load the software disk in its original format. All such copies must contain the same copyright notices and proprietary markings as the original software. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

If you decide to use the Services through an interface device not provided by Tombigbee Communications, which Tombigbee Communications reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless Tombigbee Communications against any and all liability arising out of your use of such interface device with the Services.

XV. NO RESALE

You shall not resell or transfer the Tombigbee Communications Service or access to the Tombigbee Communications Network to another party without our prior written consent. You are prohibited from using the Tombigbee Communications Network or any Tombigbee Communications Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voice-mail broadcasting or fax or voice-mail blasting or bulk E-mailing.

XVI. NO THIRD-PARTY RIGHTS

These Terms of Service shall not provide any third party with a remedy, claim or right of reimbursement.

XVII. ACTS BEYOND TOMBIGBEE COMMUNICATIONS CONTROL

Neither you nor Tombigbee Communications will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorist acts, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

XVIII. Severability

If we do not enforce any right or remedy available under these Terms of Service, that failure is not a waiver. Except where these Terms of Service specifically provide otherwise, if any part of these Terms of Service is held invalid or unenforceable, the remainder of these Terms of Service will remain in force.

XVIII. PROTECTION of TOMBIGBEE COMMUNICATIONS' INFORMATION and MARKS

All Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Tombigbee Communications Marks") of Tombigbee Communications are and shall remain the exclusive property of Tombigbee Communications. Nothing in this Agreement shall grant you the right or license to use any of the Tombigbee Communications Marks.

XX. GOVERNMENT TORT LIABILITY

Nothing contained in these Terms and Conditions or in bond or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by Tombigbee Communications of any provision, substantive or procedural of any provision of federal, state, or local law affording Tombigbee Communications protection from or limitation of tort or other liability.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF SERVICE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST TOMBIGBEE COMMUNICATIONS BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF ALABAMA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH TOMBIGBEE COMMUNICATIONS; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF ALABAMA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS, EXCEPT AS SET FORTH IN THE ARBITRATION TERMS CONTAINED IN THESE TERMS OF SERVICE.

XXI. TRADEMARKS

All trademarks appearing on the Services are the property of their respective owners, including, without limitation, Tombigbee Communications.

Tombigbee Communications reserves the right to modify these Terms of Service at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

This Tombigbee Communications Terms of Service document was last updated on October 30, 2017.