



CUSTOMER SERVICE AGREEMENT:

General Terms & Conditions Applicable to MBTC Services

Please read this important message carefully. Effective January 1, 2021, Mound Bayou Telephone and Communications, Inc. (MBTC) Services (as defined below) will be bound by the charges, terms, and conditions set forth in the Product Guide (as defined below) including the general terms and conditions set forth below. For customers already subscribing to MBTC Services, you will no longer be governed by tariffs on file with Mississippi Public Service Commission (MPSC), with the exception of the Lifeline Assistance Program Service and Intrastate Interexchange Access Services. In these two instances, your service will continue to be tariffed and regulated by the MPSC. Note that none of the service rates, terms, or conditions of the Product Guide have increased or changed with the adoption of the Product Guide except the condition that the Mississippi Public Service Commission now regulates only MBTC's Lifeline and Intrastate Interexchange Access Services.

All existing MBTC voice services customers will be sent a copy of this Customer Service Agreement (CSA) prior to January 1, 2021. You will be given thirty days to decide whether you wish to continue or discontinue to use MBTC's services.

Should you wish to continue, all you need to do is simply use the services after the thirty-day period has elapsed, which is established as January 31, 2020. Your action will constitute your assent to all the rates, terms, and conditions of the CSA.

Should you wish to discontinue services, you must contact the MBTC Office within the thirty-day period ending January 31, 2021, and notify MBTC of your intent to discontinue services. You will have the right to pay off your account in the same manner and at the same rate, terms, and conditions as you agreed to prior to January 1, 2021. To discontinue, your account must be closed prior to February 1, 2021. In your account pay off you will be responsible for all usage charges, non-recurring charges, early termination charges under other agreements for MBTC products, and the pro rata portion of monthly recurring charges incurred prior to the effective date of the cancellation.

You acknowledge that it is impractical to print in this document the complete Product Guide which contains all of the service descriptions, charges, and other terms and conditions and that providing the complete Product Guide on MBTC's Website (www.moundbayou.com) and making it available on request are reasonable means of notice and incorporation of those terms.

1. Application

- a. The Product Guide sets forth the terms and conditions under which Customers ("Customer", "you" or "your") agree to use the Services (as defined below) and under which MBTC ("Mound Bayou Telephone Company" "Company" or "we") agrees to provide the Services to Customers, unless otherwise noted.

- b. The Product Guide is set forth online at the MBTC website (the "Website") at www.moundbayou.com and you may request a printed copy of the terms and conditions applicable to the ordered Service by contacting MBTC at 662-741-2559.
- c. The Product Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered Service. You are deemed to have accepted the terms of the Product Guide applicable to your Service upon your use of the Service.
- d. Unless expressly stated otherwise, the Product Guide also applies to Customers who have entered into a separate contract for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate agreement and the terms in the Product Guide, the terms in the separate contract shall control with respect to Services subject to that contract.

2. General Terms and Conditions

- a. Services. "Service" or "Services" means all retail telecommunications products or services offered by MBTC. Services do not include non-telecommunication services, such as High Speed Internet, which were not included in MBTC's intrastate tariff prior to May 1, 2010, and which are provided pursuant to federal tariffs or other oral or written agreements.
- b. Prices. You will be notified at least thirty days in advance of any modification of rates, terms, or conditions of any service. You may continue by simply using the services after the date of the change. You may discontinue by notifying the MBTC Office prior to the date of the change that you wish to discontinue services, in which case you will have the right to pay off the account in the same manner and under the same rates, terms, and conditions in place prior to the change. You are responsible for all charges associated with the Services and rate plan selected, including all taxes, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the Services. Such taxes, fees and/or surcharges are subject to change without notice to Customer except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.
- c. Credit Check. Customer authorizes MBTC to conduct a credit search which MBTC will use to determine the credit worthiness of the Customer. MBTC may terminate any or all Services for non-payment or if, in the sole opinion of MBTC, Customer's financial condition is deemed unacceptable. MBTC's additional credit measures will be in accordance with MBTC existing policies that are subject to change without notice to the Customer.
- d. Service Use. MBTC shall not be liable for any damages, including charges for Services that Customer may incur as a result of the use or misuse of the Services by Customer's family, guests, employees, third parties, or the public. Customer shall remain responsible for such charges. MBTC reserves the right to discontinue or deny Service because of misuse or fraudulent use of the Services.

- e. Indemnification. Customer agrees to defend, indemnify and hold MBTC, our employees, affiliates, and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the Services by you or any person you permit to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any combination of the Services with other products or services not provided by MBTC, any modification of the Services or any infringement of intellectual property.

- f. Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PRODUCT GUIDE OR OTHER WRITTEN AGREEMENT WITH MBTC, MBTC DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MBTC DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

- g. Limitation of Liability
 - i. EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE SERVICES BY YOU OR YOUR FAMILY, GUESTS OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

 - ii. MBTC'S LIABILITY TO YOU FOR ANY OTHER DAMAGES DUE TO FAILURES OR DISRUPTIONS IN THE SERVICES ARISING FROM OUR NEGLIGENCE OR BREACH OF OUR OBLIGATIONS UNDER THE PRODUCT GUIDE SHALL BE LIMITED TO THE CHARGES FOR THE SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE. THIS LIABILITY SHALL BE IN ADDITION TO ANY AMOUNTS THAT MAY OTHERWISE BE DUE YOU UNDER THE TERMS OF THE PRODUCT GUIDE AS AN ALLOWANCE FOR INTERRUPTIONS. THIS SHALL BE YOUR EXCLUSIVE REMEDY FOR SUCH FAILURES OR DISRUPTIONS.

 - iii. IN THE EVENT THE DISCLAIMER OF CERTAIN WARRANTIES, THE LIMITATION OF LIABILITY OR THE EXCLUSION OF CERTAIN DAMAGES OR ANY PORTIONS THEREOF, ARE UNENFORCEABLE FOR ANY REASON, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- h. Termination of Services. MBTC may discontinue or limit use of the Services by a Customer without liability and without notice, for the following reasons: a) The Services are being used in violation of any applicable law or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely

affects MBTC's equipment or its service to others; d) Such action is necessary to meet the exigencies of an emergency. MBTC may discontinue the Services without liability and with notice as required by law if a) Customer fails to pay charges for Services provided; b) Customer fails to perform any other material obligation or violates any material term or condition of this Product Guide, and such failure or violation is not cured within thirty (30) calendar days following notice by MBTC; or c) MBTC has other good cause to terminate service. Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

- i. Performance Excused. MBTC's performance shall be excused if said performance is delayed or prevented due to events known as force majeure, acts of any third party, or any cause(s) beyond our reasonable control, including, but not limited to, fire, vandalism, floods, storms, natural disasters, cut cable, terrorism, power failures, or labor difficulties.
- j. Customer Responsibilities. You agree to provide us with the access and support required to allow us to implement, maintain, and provide the Services. You shall ensure that the facilities or equipment provided by you are properly interconnected with the Services, facilities and equipment provided by MBTC. MBTC shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to MBTC, our customers, and/or our providers. You are solely responsible for the selection, implementation, and maintenance of security features for protection against unauthorized or fraudulent use of Services and MBTC shall have no liability.
- k. Miscellaneous.
 - i. The Product Guide, including these general terms and conditions, constitutes the entire agreement of the parties with respect to the Services and takes the place of all prior agreements, negotiations, and representations, whether written or oral, concerning the Services. MBTC may revise the terms and conditions of this Product Guide. We may decrease prices without prior notice. Increases to the prices or material changes to the Product Guide shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, by email, or by any other reasonable method at our discretion. If you do not agree to the revision(s), you must terminate your Service(s) immediately, subject to the termination provisions found in Section 2.b above. By continuing to use the Service(s) after revisions are in effect, you are accepting and agreeing to all revisions.
 - ii. Either party's failure to enforce any of the provisions of the Product Guide or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Product Guide. Any waiver must be written and signed by the Parties. The invalidity or unenforceability of any part of the Product Guide will not affect the other parts thereof, and the

remaining terms and conditions of the Product Guide shall continue to apply as necessary to reflect the original intention of the parties.

- iii. Customer shall not transfer, assign or resell the Services without the prior written consent of MBTC. MBTC may freely assign or transfer all or part of our rights under the Product Guide without notice.
- iv. This Product Guide shall not provide any third party with a remedy, claim, or right of reimbursement.
- v. Services are offered in locations where made available by MBTC in its sole discretion.
- vi. No waiver of any breach of this Product Guide will be deemed a waiver of any future breach.