

# Broadband Terms of Service

The following terms constitute an agreement between you and MTC, operator of MTC BROADBAND and provider of MTC Broadband Service. This agreement (“Terms of Service” or “Agreement”) sets forth the terms and conditions governing your use of the MTC Broadband Service (“Service” or “MTC Broadband Service”) and Network. This Agreement includes and incorporates by reference the MTC Acceptable Use Policy, available at [mtctelcom.com](http://mtctelcom.com) and the MTC Privacy Policy, available at [mtctelcom.com](http://mtctelcom.com) and any other terms and conditions which are incorporated herein by reference or which you have otherwise agreed govern the Service.

THIS AGREEMENT IS A CONTRACT. PLEASE READ IT CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF SERVICE THEN DO NOT INSTALL AND/OR ACTIVATE THE MTC BROADBAND SERVICE.

## ACCEPTANCE OF TERMS

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Request of an account that is activated by MTC BROADBAND will be deemed to constitute acceptance of terms, conditions, rules and regulations of MTC BROADBAND, including this Agreement. The rights and responsibilities conferred by acceptance of this Agreement are non-transferable.

Subscriber represents and warrants that he/she is at least 18 years of age and has the ability to sign binding contracts. Subscriber is accepting and agreeing to the terms of this Agreement on behalf of everyone who will use this Service on Subscriber’s account and is solely responsible for any resulting violation of the Agreement.

## CHANGES TO THESE TERMS OF SERVICE

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These Terms of Service govern your relationship with MTC Broadband. From time to time, MTC Broadband may amend these Terms of Service. Please check back periodically for any changes to this agreement. If you disagree with the changes to these Terms of Service, simply discontinue your use of the MTC Service or Network before the modifications take effect. Your ongoing use of the MTC Service or Network after the changes take effect signifies your agreement to the new terms.

## BILLING

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MTC BROADBAND bills on a monthly basis and are charged in advance. Failure to pay all applicable charges within 30 days of payment due date may result in automatic termination of a subscriber’s account. If an account has been suspended or sent out to collection, a re-activation fee will apply.

There is a one (1) month minimum charge for all accounts.

## HELP DESK/TECHNICAL SUPPORT

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Our Help Desk department is ready to answer any questions you may have about your Internet connection with MTC BROADBAND. E-mail [support@catskill.net](mailto:support@catskill.net).

## CANCELLATION

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In order for MTC BROADBAND to cancel your account, the subscriber must e-mail, write a letter, or call the business office Monday - Friday 8:30am - 4:30pm at 1-800-586-3387 and request to cancel. We will then verify certain account information in order to cancel your account and stop the billing cycle as of the date of cancellation and prorate the bill to reflect termination of service.

## PASSWORDS

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Your password is the key to your security and to ours. You are responsible for keeping your password confidential. We are not responsible for your sharing or loss of a password. (We do insist on use of non-obvious passwords. We understand that some users may be prone to forget these, and in the case of forgotten passwords, we provide procedures for setting new passwords.) Unless our records indicate that your account/files have been maliciously accessed-without such access being enabled by you, we will hold you responsible for all activity in your account or under your login/password. For your protection and ours, we request immediate notification if your password has been lost, stolen, or otherwise compromised. Please contact us at [support@catskill.net](mailto:support@catskill.net).

## E-MAIL

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Please note that you have a finite amount of space for your e-mail. We allow up to 10GB of e-mail to be stored on our system.

## CONFIDENTIALITY

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Because data transmitted over the Internet is considered "insecure," clients are advised that if privacy or security is an issue, any confidential transmissions, including e-mail, should employ some sort of encryption. MTC BROADBAND has a secure server available for interested parties, but otherwise it is the subscriber's responsibility to provide and configure their own encryption.

## LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY

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MTC BROADBAND services are provided on an "as is, as available" basis and no other warranty, express or implied, including but not limited to those of merchantability or fitness for a particular purpose, is made with respect to MTC BROADBAND or its services. TO THE EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM IMPLIED WARRANTIES THAT THE SERVICES ARE MERCHANTABLE, OF SATISFACTORY

QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AN MTC REPRESENTATIVE SHALL CREATE A WARRANTY. You may have additional consumer rights under local laws that this contract cannot change.

In addition, MTC BROADBAND makes no guarantee regarding availability of dial-up services, broadband connectivity or system functionality (including E-mail, Usenet, etc.).

MTC BROADBAND is not liable for any costs or damages of any type, including but not limited lost profits or any direct, incidental, special, or consequential damages, arising directly or indirectly from the use or availability of its Service, Technical Support, or the Internet. You are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through this Service or on the Internet.

#### YOUR RESPONSIBILITIES/TERMINATION FOR CAUSE

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You are responsible for all activities under your account, including use of your account and User ID by others. Your User ID consists of an account number and, if requested, e-mail address. You may use the Service for lawful purposes only.

All of the following actions are expressly prohibited and will result in automatic termination of a subscriber's account:

- Attempting to gain access to another member's account, whether or not the attempt succeeds.
- Engage in any activity which would result in third-party charges to MTC BROADBAND.
- Resell or otherwise share MTC BROADBAND Internet service, account information or passwords.
- Use of the system in such a way as to willfully or negligently burden our server's disk space, CPU, telecommunications or other resources or to effectively use MTC BROADBAND resources to cause a "denial of services" for MTC BROADBAND clients or those connected to other systems or servers on the network.
- Transmitting on or through any MTC BROADBAND service, any material that is unlawful, obscene, harassing, threatening, abusive, libelous or hateful, or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including but not limited to direct or indirect threats of physical harm or the transmission or display of child pornography.
- Transmitting, distributing, or storing any information, data or material in violation of U.S. regulation or law; state regulation or law; common law; or the laws and regulations of any jurisdiction in which MTC BROADBAND does business and/or the violation emanates, is received and/or occurs, including but not limited to material protected by copyright, trademark, trade secret or any other proprietary-rights statute. Examples of

such might include posting, uploading or otherwise distributing copyrighted material without the consent of the copyright holder, except when pursuant to the Fair Use Doctrine.

## DATA TRANSFER LIMITATIONS

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MTC BROADBAND service packages include data Transfer Limitations click here:

Data rates indicated are the maximum speeds established for that package. Actual data transfer rates may vary and are dependent upon other internal and external conditions.

When Data Transfer Limitations are exceeded, \$1.00 per GB will be charged.

## POLICY ON SPAM

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- E-Mail Users may not send unsolicited e-mail messages (i.e., not explicitly requested by the recipient), whether or not the practice causes complaints from recipients, including, without limitation, bulk commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious tracts ("SPAM"), in a way that could be expected to adversely impact MTC BROADBAND, including, without limitation, using an e-mail account on or through the MTC BROADBAND network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the MTC BROADBAND network, either directly or indirectly. Users may not use the MTC BROADBAND network to:
- Send e-mail messages that are excessive and/or intended to harass or annoy others, especially if the recipient has made a request to cease and desist;
- Use the account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers;
- Forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings;
- Send e-mail with forged or missing TCP/IP packet-header information;
- Engage in "mailbombing" (sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts or copies of a single message to many e-mail accounts);
- The use of electronic distribution lists or other mass electronic mailings. Such use will result in immediate cancellation and a \$500 per incident cleanup fee.

## PRIVACY

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The MTC Privacy Policy at [www.mtctelcom.com](http://www.mtctelcom.com) describes the information practices that apply to your Network information, as well as the choices you can make about the ways this information is used by MTC.

Consistent with the Privacy Policy, it may be necessary for MTC BROADBAND employees to examine system accounting logs and other records to resolve system problems. MTC

BROADBAND reserves the right to access an account's mailbox to resolve system problems or mail system errors.

In addition, MTC BROADBAND will cooperate with the appropriate legal authorities in investigating claims of illegal activity, including but not limited to illegal transfer or use of copyrighted material, postings or e-mail containing threats of violence, or other illegal activity. MTC BROADBAND makes no guarantee and assumes no liability for the security of any data on any server including "secure servers."

You are reminded that no computer system should be considered safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. (Even then, information is only as secure as the encryption method.)

Phishing is a fraudulent attempt to gather sensitive information about you or your account. MTC BROADBAND will never ask you for sensitive information in email, including your password, social security number and/or credit card number. Please note: MTC BROADBAND will NEVER request your password or personal information via email!

#### MISCELLANEOUS

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In order to guarantee the integrity of client data, we recommend downloading all mail from our mail server and backing up web pages and other files stored on our server.

Non-enforcement or waiver of any section of this Agreement does not constitute consent or continuing waiver and MTC BROADBAND reserves the right to enforce this Agreement at its sole discretion.

Accounts of subscribers filing for or adjudged bankrupt, insolvent or engaged in winding up business will be terminated upon notice of such status, in a manner consistent with applicable laws.

MTC BROADBAND is under the jurisdiction of the laws of the state of New York and this Agreement shall be governed by the laws of the State of New York and is subject to the jurisdiction of the courts of the State of New York.

If any paragraph or part of this Agreement is held to be unenforceable or invalid, the Agreement shall remain in force and effect and the invalid portion of the Agreement shall be treated as if omitted.

This Agreement shall be made part of but shall survive any other account or subscription agreement entered by the parties hereto, unless otherwise specified. We reserve the right to amend our rules, regulations and prices upon 30 days' notice. Please check our price page available at <https://www.mtctelcom.com/residential-broadband> for applicable account details.

MTC Broadband does not guarantee the performance of any unsupported peripheral devices connected to the network. MTC strives to provide the best possible internet connectivity to our

customers and is continually working to insure interoperability with new products and devices available to consumers. Many of the newer consumer devices which utilize internet connectivity are set to communicate through “non-standard” port settings or configurations previously reserved for network administration or network security.