



TERMS AND CONDITIONS

Customer agrees to pay for above selected services for a minimum of six (6) months for each type of service. If the service is terminated within the first six (6) months, the Customer must continue to pay the monthly service fee for the remainder of the initial 6-month term plus \$50 penalty fee. Both MTC and Customer may terminate this Agreement at any time, after the initial 6-month term, by giving written notice to the other. Such notice is effective when given and Customer is obligated to pay for service through the termination date. The initial term of the Agreement begins on the date when the service is installed. All charges are due upon receipt of invoice and if service is disconnected for nonpayment, a reconnect fee will be required for reestablishment of service.

MTC will retain ownership of the following equipment: router/hub, set top boxes, wireless routers, coax adapters and UPS power bars. Upon disconnection the Customer will be required to return all MTC equipment to MTC, or will be required to pay MTC an Unreturned Equipment Charge on each item of equipment.

These services are provided by MTC Communications Inc, PO Box 359, Colchester IL 62326. This agreement shall be governed by and construed in accordance with the laws of the state of Illinois applicable to contracts to be performed entirely within the state.

The Wireless Network Management includes MTC furnishing the Wireless Router and remotely managing the equipment for the Customer during MTC's regular business hours (Monday-Friday, 8am-5pm, excluding holidays). As part of its remote management services, MTC will pair devices that are owned by the Customer and which Customer desires to connect to MTC's Router. Customer must notify MTC when Customer desires to connect the devices to MTC's Router and Customer shall be responsible for the compatibility of Customer's devices with MTC's equipment. MTC's pairing of the Customer's devices to MTC's Router shall be done remotely by MTC and any onsite connection shall be done by the Customer.

The performance of this agreement by MTC shall not include the management of Customer's devices, which shall remain the responsibility of the Customer. MTC is not agreeing to provide any type of monitoring services to Customer and will not monitor or manage any of Customer's devices, nor monitor the Router being furnished to Customer. **IT SHALL BE THE CUSTOMER'S RESPONSIBILITY TO MONITOR ALL OF CUSTOMER'S DEVICES AND THE ROUTER FURNISHED BY MTC AND TO NOTIFY MTC IF ANY DEVICES STOP WORKING.**

Customer authorizes MTC and its employees, contractors and representatives to install, inspect, maintain, repair, replace or remove equipment MTC installs at Customer's premises, including easement to place facilities on said premises. MTC may limit or suspend the availability of service to perform necessary maintenance or upgrades. If customer does not own premises, customer assumes complete responsibility for obtaining any necessary permission from the owner of the premises. Relocation of the equipment may affect MTC's ability to supply service. If customer deems that equipment needs to be moved, customer must contact MTC prior to making changes, and additional costs may be incurred.

In order to properly maintain the Internet network, MTC reserves the right to change Customer's IP, gateway, and subnet addresses.

All charges will be billed by the first of each month, payable by the 15th of that same month. Payments received after the 15th will be assessed a 5% late penalty charge. Failure to pay by the specified due date may result in your service being discontinued. A reconnect fee will be required to reestablish service. If your HSI account is discontinued for any reason, MTC assumes no responsibility for recovery of any data lost.

Customer may not resell, exchange, donate or charge others to use the services provided. Customer may not sell, assign, or transfer any of its rights or obligations under this Agreement without the prior written consent of MTC.

Customer agrees to comply with the terms governing use of the MTC network as set forth in the Acceptable Use Policy located at <http://www.mtccomm.net/internet.php>, as they may change from time to time. Revised versions of this Policy are effective immediately upon posting.

The stated bandwidth services are "shared, best effort services" and not guaranteed bandwidth. MTC strives to make your total nominal bandwidth available for you to use within our network. MTC cannot control bandwidth available, congestion, or service quality on those parts of the Internet beyond our network. MTC's Net Neutrality Policy is available at the web address: <http://www.mtccomm.net/internet.php>.

The service provided is not fault-tolerant and is not intended for use in environments requiring fail-safe measures in which failure could result in severe damage, personal injury or death. Customer agrees to hold harmless MTC, MTC's affiliates and the officers, directors, employees, and agents of MTC against any losses, claims, damages, liabilities, penalties, actions, proceedings, or judgments (collectively "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to this Agreement or Customer's use of the services.

MTC has no obligation to monitor the service, but may do so as part of ongoing efforts to improve the service provided or at the direction of law enforcement officials or under the order of a court of law.

Applicant must be at least 18 years of age to apply for service. Your signature indicates acceptance of the above "MTC TERMS AND CONDITIONS". Customer agrees to pay for the MTC services for a minimum of six (6) months. **Pricing may change at any time.**