

# Terms and Conditions



Within this document, "MTC" is used collectively to refer to the Service Provider, which is "McDonough Telephone Cooperative" or "MTC Communications, Inc" located at PO Box 359; Colchester, IL 62326. The Service Provider is determined based on the Customer's address of Service. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts performed entirely within the State.

**Initial Service Requirements.** Customer agrees to pay for selected Services for a minimum of six (6) months for each Service selected. 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 six (6) month term plus a temporary \$50 equipment charge until the router is returned to MTC. Both MTC and Customer may terminate this Agreement at any time after the initial six (6) month term, by giving written notice to the other. Such notice is effective when given, and the 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. If the Service is disconnected for nonpayment, a reconnect fee will be required for the reestablishment of Service. Service pricing may change at any time.

Applicant must be at least 18 years of age to apply for Service. Your signature on the Service application indicates acceptance of all terms of this document.

**Installation and Equipment Ownership.** 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.

MTC will retain ownership of the following equipment that may be installed at the Customer premises: ONT, router, 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

**Wireless Network Management & Opt Out Limitations.** The purchase of 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 service, MTC may pair devices that are owned by the Customer, 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.

If the Customer opts out of the Wireless Network Management Service, all device pairings and router connectivity and/or troubleshooting are the responsibility of the Customer. If the Customer needs assistance with these items, the Customer agrees to pay for all technical hours spent at MTC's current labor rates (see "Company Terms and Conditions" for rates: <https://www.mdtc.net/resources/regulatory/>):

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Per premise visit.....	\$65.00
Labor per hour (normal business hours).....	\$100.00
Labor per hour (outside of business hours).....	\$142.50
Labor per hour (outside of business hours, wiring).....	\$207.50

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.

**Billing, Service Expectations, and Usage.** 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 <https://www.mdtc.net/resources/regulatory/>, as they may change from time to time. Revisions to the 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 bandwidth available for you to use within our network. MTC cannot control the availability bandwidth, congestion, or Service quality beyond our network. MTC’s Net Neutrality Policy is available at the web address: <https://www.mdtc.net/resources/regulatory/>.

The Service provided is not fault-tolerant and is not intended for use in environments requiring failsafe 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.

### Applications for Service should be returned to:

**MTC Communications Inc.**  
 PO Box 359  
 Colchester IL 62326  
 Fax: 309.776.3299  
 Phone: 309.575.3211

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