

MTC 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 and the MTC Privacy Policy, available at www.mtctelcom.com, and any other terms and conditions that 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

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

Subscriber represents and warrants that they are at least 18 years of age and have the ability to sign binding contracts. Subscriber accepts these Terms on behalf of everyone who will use this Service under their account and is solely responsible for any resulting violation of the Agreement.

CHANGES TO THESE TERMS OF SERVICE

MTC Broadband may amend these Terms of Service from time to time. Please check back periodically for any changes. If you disagree with any changes, you must discontinue use of the Service before the modifications take effect. Your continued use of the Service after changes take effect signifies your agreement to the new terms.

BILLING

MTC BROADBAND bills on a monthly basis and charges in advance. Failure to pay all applicable charges within 30 days of the payment due date may result in automatic

termination of your account. If your account is suspended or sent to collection, a reactivation fee will apply.

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

HELP DESK / TECHNICAL SUPPORT

For assistance with your Internet connection, please contact our Help Desk:

 Email: support@catskill.net

CANCELLATION

To cancel your account, contact MTC BROADBAND by phone at **1-800-586-3387** (Mon–Fri, 8:30 AM–4:30 PM), or by email or letter. Upon verification of account information, your billing cycle will stop as of the cancellation date, and your bill will be prorated accordingly.

PASSWORDS

You are responsible for maintaining the confidentiality of your password and account credentials. Unless records indicate that unauthorized access occurred without your enabling it, you are responsible for all activity under your account.

Notify MTC immediately if your password has been lost, stolen, or compromised:
mtc@catskill.net

E-MAIL

Email storage is limited to **10 GB** per account. Exceeding this limit may result in temporary suspension or deletion of older messages.

CONFIDENTIALITY

Data transmitted over the Internet is inherently insecure. MTC BROADBAND recommends the use of encryption for confidential communications. While MTC provides secure servers upon request, subscribers are responsible for implementing and maintaining their own encryption tools.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY

MTC BROADBAND services are provided on an “as is, as available” basis. No warranties, express or implied, are made regarding merchantability, fitness for a particular purpose, or non-infringement.

MTC BROADBAND is not liable for any damages arising from the use or unavailability of its services. Subscribers are solely responsible for evaluating the accuracy, completeness, and usefulness of any information obtained through the Service.

YOUR RESPONSIBILITIES / TERMINATION FOR CAUSE

Subscribers may use the Service for lawful purposes only. Prohibited conduct includes (but is not limited to):

- Unauthorized access attempts on another member’s account
- Reselling or sharing the Service or login credentials
- Overburdening network resources or engaging in denial-of-service attacks
- Transmitting unlawful, obscene, harassing, or infringing content
- Violating any local, state, or federal laws, including those protecting intellectual property rights

Violations may result in immediate termination of Service.

DATA TRANSFER LIMITATIONS

Select service package include defined data transfer limitations. Exceeding your data limit incurs a charge of **\$1.00 per GB**. Actual transfer speeds vary due to network conditions.

POLICY ON SPAM

Unsolicited bulk email (SPAM) is strictly prohibited. Engaging in spamming activities will result in immediate cancellation and a **\$500 per incident cleanup fee**.

Prohibited conduct includes mass mailings, forged headers, “mailbombing,” and collection of responses to unsolicited messages.

PRIVACY

The MTC Privacy Policy, available at <https://www.mtctel.com/mtc-privacy-policy> describes how your information is collected, used, and protected.

MTC cooperates with legal authorities in investigations involving illegal activity, including copyright infringement and threats of violence. MTC assumes no liability for the security of data stored or transmitted via its network.

COPYRIGHT INFRINGEMENT POLICY (DMCA COMPLIANCE)

MTC Broadband complies with the **Digital Millennium Copyright Act (DMCA)** and the **Online Copyright Infringement Liability Limitation Act of 1998**.

If MTC receives a valid copyright infringement notice regarding activity on your account:

1. MTC will promptly forward the notice to the account holder.
2. The account holder must immediately cease the alleged infringing activity and remove unauthorized content.
3. Repeated violations may lead to account suspension or termination under our **Repeat Infringer Policy**.

Repeat Infringer Policy

- **First Violation:** Written warning and request for removal of infringing content
- **Second Violation:** Temporary service suspension (7–30 days)
- **Third Violation:** Permanent account termination

Designated Copyright Agent

- **Name:** Walter Carman, Network Operations/IT Manager
- **Email:** copyright@mtctel.com
- **Phone:** 845-586-3311
- **Address:** 50 Swart Street, Margaretville, NY 12455

Backup Contact: Peter Curran, Network Operations Supervisor (same contact details).

MTC accommodates standard technical measures used to identify and protect copyrighted works, as required by law.

MISCELLANEOUS

- Non-enforcement or waiver of any provision of this Agreement does not constitute a continuing waiver.
 - Accounts of bankrupt or insolvent subscribers may be terminated consistent with applicable laws.
 - This Agreement shall be governed by the laws of the **State of New York**.
 - If any provision is held invalid, the remainder shall remain in effect.
 - MTC reserves the right to amend this Agreement and pricing upon 30 days' notice.
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SMARTTOWN

All Broadband customers are automatically enrolled in SmartTown, a complimentary, secure Wi-Fi network available throughout our community for MTC subscribers. SmartTown helps keep you connected—especially in locations with limited or no cell coverage. We encourage you to take advantage of this community-driven service, but participation is completely optional. If you prefer not to take part, you [opt-out here](#) or by calling us at (877) 727-2288. We appreciate your support in helping expand educational access and connectivity across our community.

Arbitration / Dispute Resolution

Arbitration Agreement

Any dispute, controversy, or claim arising out of or relating to this Agreement, the Services, or billing shall be resolved by binding arbitration administered in the State of New York under the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Exceptions: Either party may bring an individual action in small claims court within the jurisdiction where the customer resides or where service is provided. Class actions, class arbitrations, and representative proceedings are not permitted under this Agreement.

Notification of Policy Updates

Changes to Terms of Service and Policies

MTC may revise its Terms of Service, Acceptable Use Policy, or related service policies from time to time. Any such changes will become effective upon notice to the customer.

Notification may be provided through one or more of the following methods:

- Posting the revised policy on the MTC website,
- Emailing the customer at the address on file, or
- Including a notice on or with the customer's billing statement.

Continued use of the Services following notice of changes constitutes acceptance of the updated terms.

Data Retention and Security

Customer Data Retention and Security

MTC maintains connection logs and customer account information for a period of no less than 12 months and no more than 24 months, unless otherwise required by law. MTC uses reasonable administrative, technical, and physical safeguards to protect customer information against unauthorized access, disclosure, or destruction. However, no system can be guaranteed 100% secure, and customers acknowledge and accept this inherent risk.

Accessibility

Accessibility Commitment

MTC is committed to providing accessible telecommunications and broadband services to all customers, including those with disabilities. Customers requiring accommodations may contact MTC's Customer Service team for assistance or to request accessible formats of this Agreement and related materials.