

# Terms & Conditions

## General

MTC's services and plant infrastructure are established for communications originating within the United States and are available 24 hours per day, 7 days per week.

The terms and conditions set forth herein are subject to change at MTC's discretion. Any revisions will be made available to the Customer on our website.

MTC arranges for installation, operation, and maintenance of the service providing facilities for Customers. Upon Customer authorization, MTC may act as the Customer's agent for ordering any facility or service provided by other carriers or entities (i.e. long distance carrier).

MTC's offered services may be used for lawful purposes, including residential, business, governmental, or other use. The Customer shall not use nor permit others to use any service in a manner that is damaging to MTC facilities or that is in violation of any applicable law or regulation.

Customer billing disputes must be presented to MTC within 3 months from the date of the invoice or such invoice will be deemed correct and binding to the Customer.

Customers who are unable to obtain satisfactory resolution of dispute with a telephone service provider or other public utility may contact the Kansas Corporation Commission Consumer Protection Division at (800) 662-0027 for more information.

MTC may disconnect service if the Customer violates any terms of the service agreement (including non-payment of service or payment returned/declined from a financial institution), or if the Customer uses services in a manner that adversely affects other customers, harasses other customers or MTC employees, or if the Customer or others use the MTC services in a fraudulent or unlawful manner.

At MTC's discretion, disconnected service may be restored if the violation is corrected or amounts due are paid, including a reconnect fee which may be charged for restoring service.

## Service

MTC reserves the right to discontinue service, limit service or impose requirements on Customers to adapt to changing regulatory or statutory rules imposed on MTC.

## **Application for Service**

By signing an Application for Service, the Customer accepts the Terms & Conditions as posted on [www.mtc4me.com](http://www.mtc4me.com).

By signing an Application for Service, the Customer authorizes MTC to contact credit agencies to determine the amount of deposit needed to establish service.

## **Billing**

Billing for service is effective the date service is installed and will be prorated from installation date to the end of the month. Charges for installation and prepayment for monthly service are payable upon demand to MTC.

MTC's billing cycle recurs on the 1<sup>st</sup> of each month for that month's service with the exception of long distance which is billed on the 1<sup>st</sup> for the previous month's usage up to the date of toll cut.

Monthly billing statements are payable to MTC by mail, by phone, online, or may be made in person at one of MTC's locations. Bills are due and payable by the 15<sup>th</sup> of each month. Unpaid accounts may receive a disconnect notice and a delinquent charge if payment is not received by the 15<sup>th</sup> of each month. Unpaid accounts may be disconnected for nonpayment and a \$50 reconnect fee may apply for restoring service.

Customers are responsible for payment of all bills for service provided until the customer requests cancellation of said service. If payment in full or a payment arrangement is not made with the MTC billing department, MTC reserves the right to disconnect all services.

MTC reserves the right to apply a Customer security deposit to their overdue account balance.

MTC reserves the right to assess a \$30 fee to customers if payment for service is returned or rejected by the Customer's financial institution.

MTC will bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State, County, and City Sales Tax, Gross Receipts Tax, Federal Subscriber Line Charge, Federal and State Universal Service Fund fees. Taxes and fees will be itemized separately from monthly recurring or usage charges on billing statements.

It is the obligation of the Customer to notify MTC immediately of any interruption of service. A credit allowance may be granted to Customers suffering interruption of service under certain circumstances deemed appropriate by MTC. Outages caused by faulty or

damaged wiring or equipment at the Customer premise may not be eligible for credit allowance.

## **Discontinuance of Service**

MTC, without notice to the Customer and without incurring any liability, may immediately discontinue service to Customers in the following circumstances:

- Unpaid account balances more than 25 days overdue or to Customers violating any terms of agreements for service. The Customer shall be deemed to have canceled service as of the disconnection date and is responsible for any charges related to such cancellation of service. With regard to local and long distance traffic, a security deposit may be required along with payment of all past due amounts to restore service. The customer is also responsible for any reconnection charges.
- If MTC deems it is necessary to prevent or protect against fraud, unlawful activity or to protect its personnel, agents, or company facilities.

Customers having their service discontinued due to the above referenced circumstances are still liable for all charges for service up to the time of disconnection.

Customers who may be receiving a monthly promotional discount on their service shall forfeit the discount for the remainder of the promotional period if service is discontinued for non-payment.

A Customer whose payment is returned for any reason shall have their service discontinued and is subject to a \$30 return payment charge. Payment must be received within 7 days of notification to avoid disconnection of service.

The remedies referenced in this section shall not be exclusive and MTC shall be entitled to all rights available to it under either law or equity.

## **Restoration of Service**

If service has been disconnected for nonpayment, return payment, violation of service agreement or as otherwise outlined, service shall, at MTC's discretion, be restored upon receiving payment or corrective action taken. The Customer may be required to pay a security deposit based on past payment history with MTC.

## **Services**

The services MTC provides and the way it is delivered to the Customer may change in an effort to stay current with technological advances. The changes may affect services customers receive and the Customer Premise Equipment. MTC will perform maintenance on its plant infrastructure and provisioning equipment that may interrupt services.

## **High Speed Internet**

Prices are subject to change without notice.

Customers are responsible for all electrical surge protection and firewall protection to their equipment. Customers understand they are responsible for any and all damages or losses.

The Customer agrees to subscribe to the service for the term of the Service Agreement; beginning on the date service is activated. If the Customer is unable to fulfill the term of the agreement, an early termination fee may be applied.

Internet performance may vary due to conditions outside of our network control. Conditions affecting speed may include customer location, physical equipment limitations, network congestion, service or router speeds of website accessed or inside wiring conditions.

It is the Customers responsibility to establish and use a secure password when using a wireless home network to prevent others from gaining unauthorized access to their MTC Internet service.

Customer agrees to not use the service to send, receive or use any data, files or information which infringes upon the patents, trademarks, copyrights, trade secrets or propriety rights of another person or entity. MTC is registered under the Digital Millennium Copyright Act of 1998 (DMCA) to receive notices of copyright infringements by users of MTC's Internet services. MTC will take appropriate action for repeat infringements, up to and including termination of service. Protected materials include, but are not limited to, digital music, movies, photography, audio books, and software. If MTC is required to terminate the service for repeat infringements, it is at the discretion of MTC to reactivate the Customer's Internet service and a reconnect fee of \$50 will be charged.

## **Television Service**

Prices are subject to change without notice.

Many factors affect the availability, cost, quality and quantity of programming to television service providers. Such factors have a direct impact on the pricing of MTC's Television service to customers. MTC reserves the right to change, rearrange, add or delete our programming packages, and/or channels in those packages at any time.

MTC retains ownership of all set top boxes, remotes, switches, cables and power cords to power this equipment used/leased the customer. The Customer understands that all equipment will be returned to MTC upon termination of television service. Damaged, lost, or unreturned television service equipment will be charged to the Customer upon termination of service.

## **Computer Repair**

MTC may perform a diagnostics check to determine identifiable issues with customer hardware or software. MTC is not responsible for loss of data. It is Customer responsibility to back up any and all software and data before delivering the computer equipment to MTC.

The customer agrees to pay all charges due before reclaiming their computer equipment, unless other payment arrangements are made in advance.

## **Other Terms and Conditions**

In the event suit is brought or an attorney is retained by MTC to enforce the Terms & Conditions posted herein, MTC shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection