



P.O. Box 188
210 Main Street
Germantown, NY 12526

Tech Support: 866.380.TECH (8324)
Email: questions@gtel.net
Phone: 518.537.GTEL (4835)

GTel Fiber Service Agreement Terms & Conditions

This agreement is not 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 GTel Fiber service.

The following terms constitute an agreement between you and GTel. This agreement ("Terms of Service" or "Agreement") set forth the terms and conditions governing your use of GTel services and its network. This Agreement includes and incorporates by reference the GTel Acceptable Use Policy, available at GTel.net and the GTel Privacy Policy, available at GTel.net and any other terms and conditions which are incorporated herein by reference or which you have otherwise agreed govern the service.

1) Acceptance of Terms

- a) Request of an account that is activated by GTel will be deemed to constitute acceptance of terms, conditions, rules and regulations of GTel, including this Agreement. The rights and responsibilities conferred by acceptance of this Agreement are non-transferable.
- b) Subscriber represents and warrants that he/she is at least 18 years of age and can 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.

2) Changes to these Terms of Service

- a) These Terms of Service govern your relationship with GTel. From time to time, GTel 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 GTel Service or Network before the modifications take effect. Your ongoing use of the GTel Service or Network after the changes take effect signifies your agreement to the new terms.

3) Billing and Fees:

- a) I agree to pay GTel for all use of my services, installation and applicable service charges, equipment, and all applicable local, state, and federal fees and taxes. Information about the charges for the services that I receive have been provided to me prior to installation. Other charges, including taxes and surcharges are set forth on a separate price list that I have received and/or can be provided on request. I will be billed monthly in advance for recurring monthly charges. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for any termination fees that were described to me at the commencement of such promotional or discounted price.
- b) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed if my account is past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees can be provided upon request. GTel reserves the right to change the late fees at any time.
- c) Failure to pay all applicable charges within 30 days of payment due date for Internet and video services or 60 days for telephone service may result in automatic termination of a subscriber's account. If an account has been suspended or sent out for collection, a re-activation fee will apply.
- d) I authorize GTel to make an investigation of my credit history, if needed
- e) There is a one (1) month minimum charge for all accounts.

4) Cancellation

- a) In order for GTel to cancel your account, the account holder or authorized user must e-mail, write a letter, call or visit the business office during regular business hours 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.

5) Passwords

- a) Your passwords are the key to your security and to ours. You are responsible for keeping your passwords 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



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you responsible for all activity in your account or under your login/password. For your protection and ours, we request immediate notification if your GTel passwords have been lost, stolen, or otherwise compromised. Please contact us at questions@gtel.net for more information.

6) E-mail

- a) If you are a subscriber to GTel email, please note that you have a finite amount of space for your e-mail. If you have questions or concerns about the amount of storage on our server, please contact us at questions@gtel.net.

7) Confidentiality

- a) 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. It is the subscriber's responsibility to provide and configure their own encryption.

8) Limitation of Liability and Disclaimer of Warranty

- a) GTel 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 GTel 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-infringing. 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 a GTel Representative shall create a warranty. You may have additional customer rights under local laws that this contract cannot change.
- b) GTel is not liable for any costs or damages of any type, including but not limited to 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.

9) Your Responsibilities/Termination for Cause

- a) You are responsible for all activities under your account, including use of your account and services by others. You may use the Service for lawful purposes only.
- b) All the following actions are expressly prohibited and will result in automatic termination of a subscriber's account:
 - i) Attempting to gain access to another subscriber's account, whether or not the attempt succeeds.
 - ii) Engaging in any activity which would result in third-party charges to GTel.
 - iii) Resell or otherwise share GTel Internet service, account information or passwords.
 - iv) 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 GTel resources to cause a "denial of services" for GTel clients or those connected to other systems or servers on the network.
 - v) Transmitting on or through any GTel 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.
 - vi) 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 GTel 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.

10) Data Transfer Limitations



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- a) Data rates for GTel Internet service are the maximum speeds established for the package to which you subscribe. Actual data transfer rates may vary and are dependent upon other internal and external conditions. GTel does guarantee 80% maximum throughput for GTel Fiber Internet services to hardwired connections to our equipment.
- b) Actual throughput rates experienced at any time will vary based on numerous factors, such as the condition of wiring at my location, condition or age of device being used, computer configurations, Internet/network congestion and the website servers accessed, usage of the service inconsistent with the Terms of Service, among other factors.
- c) GTel does not guarantee the performance of any unsupported peripheral devices connected to the network. GTel 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.

11) Policy on Spam

- a) 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 GTel, including, without limitation, using an e-mail account on or through the GTel 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 GTel network, either directly or indirectly. Users may not use the GTel network to:
 - i) 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;
 - ii) Use the account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers;
 - iii) Forward or otherwise propagate chain letters, whether such messages solicit money or other items of value, or whether the recipient wishes to receive such mailings;
 - iv) Send e-mail with forged or missing TCP/IP packet-header information;
 - v) 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);
 - vi) The use of electronic distribution lists or other mass electronic mailings. Such use will result in immediate cancellation and a \$150 per incident cleanup fee.

12) Privacy

- a) The GTel Privacy Policy at www.gtel.net/privacy describes the practices that apply to your network information, as well as the choices you can make about the ways this information is used by GTel.
- b) Consistent with the Privacy Policy, it may be necessary for GTel employees to examine system accounting logs and other records to resolve system problems. GTel reserves the right to access a customer's email account to resolve system problems or mail system errors.
- c) In addition, GTel 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. GTel makes no guarantee and assumes no liability for the security of any data on any server including "secure servers."
- d) 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.)
- e) Phishing is a fraudulent attempt to gather sensitive information about you or your account. GTEL WILL NEVER ASK YOU FOR SENSITIVE INFORMATION, INCLUDING YOUR PASSWORD, SOCIAL SECURITY NUMBER AND/OR CREDIT CARD NUMBER VIA EMAIL! If you receive a call from an individual claiming to be a GTel Representative who requests such information, contact our business office immediately at 518-537-GTEL (4835).



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13) Installation

- a) The subscriber must certify that they are 18 years old or older and the property owner or have permission from the property owner to have services installed. In order to schedule any installation or maintenance to a rented property, one must ensure that GTel has a valid landlord release form on file prior to any requests for site visits. Contact the GTel business office for more information.
- b) GTel will receive approval from the homeowner to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment prior to the completion of the work. GTel shall not be liable for any effect of normal service installation and workmanship, such as drilling, wire placement, etc., which may remain after installation or removal of the GTel equipment, except for damage caused by negligence on the part of GTel.
- c) The GTel equipment is and at all times shall remain the sole and exclusive personal property of GTel, and the subscriber does not become an owner of any GTel equipment by virtue of payments provided for in this Agreement or the Tariff(s) or the attachment of any portion of GTel equipment to my residence or otherwise. Upon termination of any services, subject to any applicable laws or regulations, GTel may, but shall not be obligated to, retrieve any associated GTel equipment not returned. All equipment must be returned within ten days after cancellation of service to avoid charges. Failure to return equipment will result in additional charges and fees. GTel will not be deemed to have "abandoned" the GTel equipment if it does not retrieve such equipment.

2) Connection, Use and Term of Service

- a) GTel's residential service is to be used for personal, non-commercial use only. The service cannot be used for any commercial purpose whatsoever.
- b) Any discounted rate is part of a limited time special and only applies to the Internet, TV and telephone package specified at the time of installation at the residential location selected at time of install; standard monthly pricing will apply to any future package changes. Any account participating in a promotional rate prior to the minimum term agreement or if an account is suspended for non-payment three (3) times in a calendar year and service is reconnected, the account will default to standard monthly pricing.
- c) For GTel fiber service installations, GTel requires a commitment to a \$49 connection fee once a pre-registration form has been completed and submitted. This form represents your intent of installation to GTel. Once you have submitted your service selection, if you choose not to complete the installation, you agree to pay the \$49 connection fee and any outstanding costs related to construction/preparation work completed at your location.

14) Help Desk/Technical Support

- a) GTel Technical Support is ready to answer any questions you may have about your Internet connection 24-hours a day, and our Telephone and Video services after regular business hours. You can reach them by dialing 1-866-380-TECH (8324).

15) Miscellaneous

- a) 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.
- b) Non-enforcement or waiver of any section of this Agreement does not constitute consent or continuing waiver, and GTel reserves the right to enforce this Agreement at its sole discretion.
- c) 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. GTel 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.
- d) 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.
- e) 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 website at www.gtel.net for applicable account details and package pricing.



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If you have questions or concerns about your rights as a customer or these Terms and Conditions, please contact us at 518-537-4835.

- I acknowledge my receipt of these Terms and Conditions and agree to abide by them for the length of my GTel services.
- I acknowledge my receipt of these Terms and Conditions and do not agree to abide by them.

Account Holder (Print) _____

Account Holder's Signature: _____ Date: _____