

ONEIDA TELEPHONE EXCHANGE
ONEIDA NETWORK SERVICES
BROADBAND TERMS AND CONDITIONS

- 1) By signing this registration form and agreement, you (customer) must be at least 18 years of age and agree to the following terms and conditions of the service described below.
- 2) These services are provided by Oneida Telephone Exchange or Oneida Network Services, Inc. (“Oneida”), PO Box 445, Oneida, IL 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.
- 3) A Optical Network Terminal (ONT) or Broadband DSL Modem will be provided by Oneida and, in consideration for Oneida providing the ONT or Broadband DSL modem, Customer agrees to pay the application fee and the monthly service fee for a minimum of twelve (12) months. If the service is terminated within the first twelve (12) months, the Customer must continue to pay the monthly service fee for the remainder of the initial 12-month term. Both Oneida and Customer may terminate this Agreement at any time, after the initial 12-month term, by giving written or verbal notice to the other. Such notice is effective when given and Customer is obligated to pay for service through the termination date.
- 4) In order to properly maintain the Oneida network, Oneida reserves the right to change Customer’s IP, gateway, and subnet addresses.
- 5) All charges will be billed by Oneida at the first of each month, payable by the 22nd of that same month. Failure to pay by the specified due date may result in your service being discontinued. A reconnect fee will be required to reestablish service.
- 6) If your Broadband account is discontinued for any reason, Oneida assumes no responsibility for recovery of your otelmail.net account, including email, calendar or documents stored on-line.
- 7) Oneida makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided by Oneida. Oneida makes no attempt to verify accurate receipt of any message and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries or service interruptions, including those caused by the negligence, errors or omissions of Oneida nor for consequential damages regardless of their cause.
- 8) Customer agrees to comply with the terms governing use of the Oneida network as set forth in the Oneida Acceptable Use Policy, as they may change from time to time. Any changes to the terms governing use of the Oneida network will be posted as warranted at www.oneidatel.com/policy
- 9) By accessing and using the Oneida network the user is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject users to criminal prosecution and penalties. User agrees to indemnify Oneida Telephone Exchange and/or Oneida Network Services, Inc. against liability for any and all use of users account.