



PO Box 188
210 Main Street
Germantown, NY 12526

Tech Support: 866-380-TECH (8324)
Email: questions@gtel.net
Phone: 518-537-GTEL (4835)

GTel Internet Service
Waiver and Terms of Agreement

1. Installation

- I hereby agree to allow GTel access to my Personal Computer(s) for the installation of DSL Internet service. I understand GTel assumes no responsibility for damages caused from incompatibility of hardware or software with my PC.
- I understand that it may be necessary for an Ethernet card to be installed in my PC for Internet service, and that I am responsible for that installation.
- I understand that additional wires, hardware, and other devices may be necessary in or around my computer for DSL service. I give GTel permission to install and/or set-up such devices and know that I may incur additional costs.
- I understand that GTel will install a DSL modem/router. I am responsible for any damages to this device (not including normal wear) and may be held responsible for fees if it is not returned, or is returned damaged or unusable.
- I understand that the GTel DSL Installation Fee covers a single PC installation. I understand that if I have more than one PC, I will be charged an additional \$20.00 per ¼ hour plus materials for the remaining PC configurations.
- I understand that prior to the GTel Technician's configuration and departure from my house, I will be required to sign this form stating that everything is working to my satisfaction and that GTel is released from any future PC problems.

2. Customer Owned and Purchased Equipment

- I understand that if I have purchased my own, non-GTel provided DSL modem/router, I will still be charged the applicable installation fee and charges for multiple PC configurations.
- I understand that if I have my own DSL modem/router, it still may be necessary for GTel to configure it and I hereby give them permission to do so at a rate of \$20.00 per ¼ hour. I also release GTel from any responsibility for problems due to incompatibility of my hardware/equipment.
- I understand that GTel will provide no manufacturing support for any DSL hardware I purchase separately. Technical support will be billed at the standard rate of \$20.00 per ¼ hour.
- I understand that I am responsible for honoring the manufacturer's warranty on any DSL equipment GTel sells.
- I understand that the technical support GTel will offer is support for the DSL service and the DSL hardware configuration, not for my PC or non-DSL related software.
- Additional equipment may be necessary to receive all of the capabilities that I require. GTel may recommend certain equipment to provide those capabilities. Where G-Tel has recommended additional equipment for use with the services they provide and you have chosen not to take their recommendation, GTel cannot guarantee compatibility of the additional equipment you choose, nor can GTel provide installation or ongoing support in respect of that equipment. Where additional equipment is purchased by me, GTel is not responsible for the maintenance and proper functioning of that equipment.
- I understand and agree that any computer hardware and software modifications performed by GTel may result in (i) hardware incompatibilities, (ii) software incompatibilities; and/or (iii) application incompatibilities, and I agree it is my responsibility to resolve these non-DSL issues.

3. Payment and Service

- I understand that if I fail to sign this waiver, that GTel will still charge all applicable fees.
- I understand that if my local telephone service through GTel is disconnected for non-payment that my DSL service will also be disconnected; and I understand that there is a \$40.00 DSL reconnection fee. I also understand that if my GTel DSL service is disconnected for non-payment, there is a \$40.00 reconnection fee. After resuming service from a non-payment situation, I understand that my service will be turned back on, but may not be until the next business day, unless the next business day is a weekend or holiday, in which the service will be turned back on the following business day thereafter.



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- Transfer of accounts from one subscriber to another is prohibited. All accounts must be terminated and reopened under the name of the new tenant for issuance of a new account number. GTel urges seasonal/transient DSL subscribers to call and disconnect when relocating or departing a residence. Account holders are liable for all service(s) rendered by GTel prior to subscriber's final notification to GTel to terminate service. GTel does not guarantee speeds as they may vary depending upon the location.
 - In the event that my DSL service is not working and the GTel Technical Support group cannot help me due to a situation beyond their control (i.e. need modem replacement, DSL signal dropping, slow speeds, etc.) during off-hours, I understand that a GTel technician will contact me as soon as possible to discuss further action needed.
 - With respect to its DSL service, GTel reserves the right to monitor and restrict bandwidth utilization. GTel also reserves the right to impose monthly bandwidth utilization caps for standard packages, with additional bandwidth transfer at an additional price.
 - Please visit our website for additional service offerings and packages at www.gtel.net
4. Using the Services
- I am responsible for the way the services are used. I must not use the services to do any of the following acts or allow anyone else to use the services to do such acts:
 - Perform any illegal activity;
 - Break, or try to break, the security of anyone else's equipment, hardware, or software;
 - Send a message or communication that is offensive, abusive, defamatory, obscene, menacing, or illegal;
 - Deliberately receive, use, own, post, transmit, or publish obscene material;
 - Cause annoyance, nuisance, inconvenience, or needless worry to, or break the rights of, any other person;
 - Upload, post, publish or transmit any information of software that is protected by copyright or other ownership rights without the permission of its owner;
 - **Use the services in a way that risks degradation of service levels to other customers.**

If the customer moves from a DSL capable area to another DSL capable area and wishes to have DSL installed at the new location, the customer will be liable for any installation costs at the new location (unless a special promotional offer is in effect).

***If WPA Encryption:** The network key will be the same as the MAC Address labeled on the bottom of your DSL modem. (For BEC modems, the first three characters are "zeros" not "Os"). ALL letters MUST BE CAPITAL or it WILL NOT CONNECT to wireless network.

In some cases customers have requested us to program specific Network ID and/or Network Key (usually either a 5 or 10 character key). We DO NOT keep these customer-requested keys on file so it would be your (the customer's) responsibility to keep this key in a safe/memorable place.

***If you lose your key or simply cannot connect using the WPA or WEP security key that GTel has documented for you on this sheet AND we have to make a site-visit to correct the connectivity issue, there will be a minimum ½-hour charge for the visit. The current charge for Internet-related trouble is \$20.00 per ¼ hour. These charges can/may change with/without notice to the customer in the future.**

We do not guarantee any wireless connectivity and/or range nor do we guarantee any speed thresholds to wirelessly connected devices, simply because there are many factors involved in wireless frequency interference, blockage, software/hardware incompatibilities, etc.