



## Wireless Internet Service Agreement

By establishing an account or using the Services of Net 3 ISP, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our [Terms of Service Agreement](#) and other policies. Net 3 ISP is a D/B/A of Ridgewood Holdings LLC.

The following terms and conditions shall apply to customers subscribing to Net 3 ISP. This Agreement is part of and shall be incorporated into the Terms of Agreement. In utilizing Net 3 ISP, Customer agrees to adhere to the terms and conditions of the Agreement as Net 3 ISP may modify it from time to time. In the event of an inconsistency or conflict between the Agreement, the provisions of this Agreement shall govern. In the event that any portion of this agreement is altered or changed by Net 3 ISP, the latest shall be available at [www.net3isp.net](http://www.net3isp.net). Changes shall be effective when posted. Customer agrees to review the Wireless Internet Service Agreement available at that site from time to time to be aware of any changes.

## Billing

Billing is done once per month; Statements are sent out between the 7th to the 9th of each month, which allows 21 to 23 days before it is due. Full payment is always due on the 1st of each month. You will have a 6 day grace period. You are late if your payment is not received by the 7th. Automatic disconnect of services will occur if payment is not received by the 15th. (We encourage you to have your payment set up on auto pay therefore you will avoid late fees and avoid a disconnect for non payment when setup on auto pay unless its over 30 days pastdue) Payments can be mailed to our office, made on line through our payment portal or called into the office. We also have two drop boxes , one located at the Greenwood Country Store, the second is at J & R feed store in South Odessa. We pick payments up periodically, last pick up before billout is on the 6th before noon. We will only give account information to the registered account holder. Please make sure to add a spouse's name or other person to the application if you want them to have access to change the account in any way.

## Payments

Payment by subscriber shall be due to Net 3 ISP, by the 1st of each month. A Fifteen Dollar (\$15.00) late payment fee shall be assessed on any account not paid within six (6) days from the due date of the invoice. Accounts remaining unpaid for thirty (30) days or more shall be deemed delinquent. Delinquent accounts shall be placed on accounting hold and services to the Subscriber/Customer shall be suspended until the account is paid in full. For any subscriber's account that has been placed on suspended service, Net 3 ISP reserves the right, at its sole discretion to charge a **(\$25.00) reconnection** charge to the customers account to reactivate the subscriber's Services for the first

offense, thereafter the reconnection charge will be at **(\$35.00)**. In the event that a service call is needed for reconnection a **(\$75.00)** fee plus tax and fuel charge will be made and this will be paid before reconnection occurs. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney fees.

A Thirty-Five Dollar **(\$35.00)** fee will be added to the subscriber account in the event of any back returned check. In the event that more than two checks are returned during the lifetime of the Subscriber/Customer's account, we will only accept cash, credit card or certified funds for payment on the account.

## **Termination**

Net 3 ISP reserves the right to terminate this Agreement, your password, your account, or your use of the Internet Service, at any time, for any reason without prior notice, including, but not limited to, if Net 3 ISP, in its sole discretion, believes you have violated this Agreement, our Terms of Service, or any of the applicable user policies, or if you fail to pay any charges when due. Net 3 ISP may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Service, but is not required to do so.

**Net 3 ISP will terminate customers immediately for any disrespect and foul language used toward employees or social media bashing. We do not take this action lightly and this does not get you results just disconnected. We try to fix all issues that the customer is having in a timely matter, when the customer presents this to us in a cordual manner.**

## **Additional Fees**

In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included with the standard install. Additional labor is billed at \$60.00/hr

Fuel and material fees will always be added to any service call deemed chargeable.

There is a **\$2.00** invoice fee for all paper statements that are mailed to a subscriber, you can avoid this fee by opting in to paperless billing.

There is a **\$3.50** surcharge added to all monthly statements.

## **Equipment and Scope of Work.**

All equipment, power supply, antennas and standard mounting equipment furnished by Net 3 ISP will at all times remain the property of Net 3 ISP. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay the full cost of **(\$400)**, of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned equipment or part thereof, together with any costs incurred by Net 3 ISP in obtaining or attempting to obtain possession of any such equipment. On termination of this Agreement,

Subscriber authorizes Net 3 ISP to retrieve from Subscriber's premises the equipment that is owned by Net 3 ISP at our discretion. If we can not obtain our equipment you will be charged **\$400**.

## **Standard Maintenance**

Net 3 ISP connection point ends at the Power Supply. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Net 3 isp network and backbone connectivity.

If your connection ceases to function properly but Net 3 ISP's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours. (9AM 4:00PM Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the Not covered by Standard Maintenance section, standard hourly rates apply.

## **Not Covered by Stanadard Maintenance**

Repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment, including routers, which are considered customer owned equipment, or from any cause related to or other than the intended ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

## **Indemnification/Release**

Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Net 3 ISP, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Net 3 ISP hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Net 3 ISP's service from any source or to any recipient. Subscriber further releases Net 3 ISP from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Net 3 ISP and/or the wireless network. Subscriber's release of Net 3 ISP includes any actions or inaction by Net 3 ISP which amount to negligence. Subscriber further agrees to indemnify and hold harmless Net 3 ISP from and against any and all claims, actions, causes of action, loss or damages including attorney fees which in any way arise from Subscriber's installation of, use of, termination of, Net 3 ISP services herein.

## **Disclaimer**

Net 3 ISP assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Net 3 ISP services. Net 3 ISP discloses and Subscriber

acknowledges that there may be content on the Internet or otherwise available through the services provided by Net 3 ISP which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to, pornographic, or otherwise inappropriate or sexually explicit offensive content. Subscriber acknowledges to Net 3 ISP that its use of Net 3 ISP service to access information, content or other services is at its own risk.

## **Governing Law and Venue**

The laws of the State of Texas shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Midland County, Texas

## **Binding Arbitration.**

Any dispute, claim or controversy, excluding debt collections disputes and activities, arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration. Judgement on the Award may be entered in any court having jurisdiction. The judgement of any such Arbitration shall be binding unto the parties.

## **Customer Agreement**

The customer agrees that they will read and understand the Terms of Service Agreement sections of the Net 3 ISP website. The customer assumes all liability of providing a computer or device capable of using the IP protocol over Ethernet.

## **Entire Agreement**

This Agreement, posted directly and publicly on the Net 3 ISP website, constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

Residential Packages are for single-family residence use only. Internet sharing is allowed only within the boundaries of the residence. Business Packages are for a single business property only. WiFi sharing with guests or customers of businesses or RV parks is permitted when the business's guest or customer is at the business location, but not with anyone not on the property of the business. **Allowing others to use this connection via wired, wireless (Wi-Fi or other technology) or by other means will result in immediate disconnection.** Reselling this service will result in immediate disconnection. However, businesses may set up a Wi-Fi hotspot with permission from Net 3 ISP. This is only allowed on a case-by-case basis.

**Using a personal account for high volume or commercial use** (e.g., revenue generation, advertising, etc.) is prohibited.

## **Monitoring of Service**

Net 3 ISP has no obligation to monitor the Service, but may do so from time to time. Net 3 ISP will not disclose any personal or identifiable information to any other party unless it is legally obligated to do so, including, but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly, or to protect itself and its interests.

Net 3 ISP may immediately remove your material or information from Net 3 ISP's servers, in whole or in part, which Net 3 ISP, in its sole and absolute discretion, determines to infringe on another party's proprietary rights or to violate our Terms of Service Agreement

## **Abuse of Service.**

Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of Services. The propagation of computer worms, viruses, spyware, adware or the use of the network to make unauthorized entry to any other computer systems, Net 3 ISP equipment, or other communication devices or resources of others is a violation of this agreement. The use of Net 3 ISP's services by Subscribers to modify, alter, reverse engineer, decompile disks, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Failure to obey all terms set forth is a violation of this Agreement. Any Subscriber deemed by Net 3 ISP to be in violation of this section is subject to immediate termination by Net 3 ISP. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

## **Additional Clarifications, Terms and Conditions**

Username, passwords and email addresses at Net3ISP.net are Net 3 ISP's property and Net 3 ISP can alter or replace them at any time.

Net 3 ISP has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 2 working days, your account will be credited for the outage. The customer must call within 24 hours of non service to get credit. As an example we will not credit a customer for calling weeks after the occurrence.

Net 3 ISP cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Net 3 ISP will not be responsible for paying for customers cell phone bill with the use of a hot spot.

**Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some outages.**