



## **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.

### **Initial Term**

The initial term of service commences on the date the order was completed and shall continue month to month with no contract until the said customer gives Net 3 a 30-day written notice to terminate services via email to [billing@net3isp.net](mailto:billing@net3isp.net). You will be billed for the full month and no prorates if the 30 day written notice is not completed. If you choose at time of installation a package that is free or discounted in anyway you may not downgrade your level of package for 90 days unless you pay for full installation. You can however upgrade your package anytime with no penalties.

### **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 nonpayment when setup on auto pay unless it's over 30 days past due) 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 billing out 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 new subscribers shall be due to Net 3 ISP, prior to installation in cash, money order or cashier's check ONLY, unless other arrangements were made prior to install with billing. There after All payments are due by the 1st of each month. A Fifteen Dollar (\$15.00) late payment fee shall be assessed on any account not paid by the 7<sup>th</sup> of each month, all accounts are automatically suspended by the 15<sup>th</sup> for nonpayment. 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 and a disconnect order to pick up equipment will be enforced. 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 customer's account after 48 hours to reactivate the subscriber's Services for the first offense, thereafter the reconnection charge will be at **(\$35.00)**. If 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. If 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 cordial 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.

Customers will incur a service call fee of **\$75.00** when a technician physically drives to your location. If your internet problem, it is not our equipment from power supply back to the antenna. (Example; router issues like resetting or troubleshooting, computer issues, gaming systems, replacing damaged wire not caused by weather or worn out, if any animals chew the wire, also if any work is done on your home and the radio or equipment is moved or damaged you will be charged no exceptions.) If the wire needs replacing and it takes longer than an hour, you will be charged additionally at a rate of \$60 an hour minimum.

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

All equipment, power supply, antennas and standard mounting equipment furnished by Net 3 ISP will always 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 cannot 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 Standard 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 authority. 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 an individual's equipment unless deemed necessary 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 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. Net 3 ISP will not support any boot legged or jail broken viewing devices and you will immediately be disconnected from services if pirated movies are downloaded. We are notified when this happens.

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

Usernames, 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 of speed or quality of service, but we try to do the best of our ability. If the service becomes unusable and cannot be restored (not customer user error) within 72 hours, 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, mother nature and power outages. There will be no warning for some outages.**

## **Privacy Policy**

### **Privacy Notice**

This privacy notice discloses the privacy practices for NET3ISP.NET. This privacy notice applies solely to information collected by this website. It will notify you of the following:

1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. The security procedures in place to protect the misuse of your information.
4. How you can correct any inaccuracies in the information.

### **Information Collection, Use, and Sharing**

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

### **Your Access to and Control Over Information**

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

### **Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

**If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 432-563-4330 or via email at NET3ISP.NET.**