



Wireless Internet Service Agreement

By establishing an account, or using the services of Net3 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. Net3 ISP is a dba of Ridgewood Holdings LLC.

The following terms and conditions shall apply to customers subscribing to Net3 ISP. This agreement is part of and shall be incorporated into the Terms of Agreement. In utilizing Net3 ISP, customer agrees to adhere to the terms and conditions of said agreement as Net3 ISP may modify it from time-to-time. In the event of an inconsistency or conflict between the agreements, the provisions of this agreement shall govern. If any portion of this agreement is altered or changed by Net3 ISP, the latest shall be available at www.net3isp.net. Changes shall be effective when posted.

Customer agrees to review the Wireless Internet Service Agreement available at the aforementioned website periodically to stay aware of any changes.

Billing

Billing is done once per month; statements are sent out on the 10th of each month, which allows 20-21 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 9th. Automatic suspension of services will occur if payment is not received by the 10th. Setting up autopay is encouraged, as this will help avoid late fees and suspension of service for nonpayment. Payments can be mailed to our office, made online 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 subscriber shall be due to Net3 ISP, by the 1st of each month. A Fifteen Dollar (\$15.00) late payment fee shall be assessed on any account not paid within 9 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, Net3 ISP reserves the right, at its sole discretion to charge a **\$25.00** reconnection charge to the customer's account to reactivate the subscriber's services for the first offense, thereafter

the reconnection charge will be **\$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 **\$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

Net3 ISP reserves the right to terminate this agreement, a customer's account, or access to internet service. At any time, for any reason without prior notice, including, but not limited to, if Net3 ISP, in its sole discretion, believes the customer has violated this agreement, the Terms of Service, or any of the applicable user policies, including failure to pay invoiced charges when due. Net3 ISP is not required to do so, but may provide termination notice via email, US Mail, or courier service to the customer-provided mailing address. Customer termination requires a 30-day notice for any refund, if applicable. ***Any of the following behavior exhibited towards a Net3 ISP employee by a customer is grounds for immediate termination of internet service: blatant disrespect, maltreatment or verbal abuse, participation in social media bashing. Net3 ISP does not take this kind of conduct lightly.***

Additional Fees

If special construction, or additional equipment is required 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 into paperless billing.

Equipment and Scope of Work.

All equipment, power supply, antennas and standard mounting equipment furnished by Net3 ISP will always remain the property of Net3 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 **\$400.00**, of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned equipment or part thereof, together with any costs incurred by Net3 ISP in obtaining or attempting to obtain possession of any such equipment. On termination of this agreement, Subscriber authorizes Net3 ISP to retrieve from Subscriber's premises the equipment that is owned by Net3 ISP at our discretion. If we cannot obtain our equipment you will be charged **\$400.00**.

Standard Maintenance

Net3 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 Net3 ISP network and backbone connectivity.

If your connection ceases to function properly but Net3 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 Net3 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 Net3 ISP hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Net3 ISP's service from any source or to any recipient. Subscriber further releases Net3 ISP from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Net3 ISP and/or the wireless network. Subscriber's release of Net3 ISP includes any actions or inaction by Net3 ISP which amount to negligence. Subscriber further agrees to indemnify and hold harmless Net3 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, Net3 ISP services herein.

Disclaimer

Net3 ISP assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Net3 ISP services. Net3 ISP discloses, and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Net3 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 Net3 ISP that its use of Net3 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 Net3 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 Net3 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 Net3 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

Net3 ISP has put a monitoring system to better service it's customers. Net3 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.

Net3 ISP may immediately remove your material or information from Net3 ISP's servers, in whole or in part, which Net3 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, Net3 ISP equipment, or other communication devices or resources of others is a violation of this agreement. The use of Net3 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 Net3 ISP to be in violation of this section is subject to immediate termination by Net3 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 Net3 ISP's property and Net3 ISP can alter or replace them at any time.

Net3 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.

Net3 ISP cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Net3 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, as well as occasional fiber damage. There will be no warning for some outages.