



# NatesAccess

*The World Just A Click Away*

## Nate's Access LLC Master Services Agreement

### Terms and Conditions of Service

In this Agreement, "We", "Ours", or "Us" means Nate's Access LLC, and their affiliates. "You" or "Yours" refers to the applicant(s) who sign this Agreement and requests to receive Wireless Internet Service ("Services") from Nate's Access LLC.

**1. Scope of Agreement.** We agree to provide, and You agree to purchase, Wireless Internet service under the terms and conditions of this Agreement. You will select the level of service You would like by signing an Application for Wireless Service. We will not be obligated to continue providing Wireless service to You unless You comply with the terms and conditions, including the payment requirements, contained in this Agreement. Provision of Wireless Internet to You depends upon the availability of the required equipment, and We may substitute, change, or rearrange the equipment used to provide Wireless Internet service to You if We feel it is necessary for any reason.

**2. Use.** You may use the Services for any lawful purpose. However, you may not interfere with or impair service or the privacy of any other person's communication over Our system. **WE MAY IMMEDIATELY SUSPEND, TERMINATE, OR OTHERWISE INTERRUPT YOUR SERVICE IF WE HAVE REASON TO BELIEVE THAT YOU HAVE USED THE SERVICE IN VIOLATION OF THE DIGITAL MILLENIUM COPYRIGHT ACT ("DMCA") OR OTHER LAWS, OR IN VIOLATION OF ANY BOARD POLICY ESTABLISHED BY THE VEA BOARD OF DIRECTORS. You may receive a copy of the DMCA and current Board Policy regarding acceptable use of the Services.** The Nate's Access Board of Directors may establish or alter its policies regarding acceptable use of the Services, and You agree that Your Service is subject to those policies as they may be amended from time to time. We will inform You if those policies change, and You will have the right to discontinue Service if You do not wish to comply with current policies.

**3. Service Date and Term.** This Agreement shall take effect when it is signed and shall continue in effect for as long as You purchase Wireless Internet service from Us.

**4. Demarcation Point.** We will designate the Demarcation point ("Demarc") where You will receive the Services. You are responsible for all wiring, equipment, access, or other things needed for Your use of Wireless internet on Your side of the Demarc. While We may be able to help You set up or troubleshoot Your Wireless Internet, We are not required to do so, and We are not required to pay for any equipment on Your side of the Demarc.

**5. Customer Responsibilities.** Services are a Pay before you use services, upon completion of installation you will be required to pay first month of service prorated from date of completed install to last day of current month.

And you are required to pay the install charge upon completion of install. You will pay all monthly service charges, as they appear on Your bill. You will arrange for access within Your premises as necessary for Our personnel to install, repair, inspect, maintain, replace or remove the equipment We provide. You are responsible for notifying Us if there is any problem with Your service.

**6. Equipment.** We will continue to own all equipment that We provide for Your Wireless Internet service, including our rent to own router unless you have it paid off. Upon disconnection of the Services, we will remove any equipment necessary, if you are part of our rent to own program all amounts left are due at time of disconnect. Or you may return the rent to own router and forfeit any amount paid into the rent to own router. Failure to contact us within 30 days of non-payment or cancellation of service to schedule a time so we can remove are own equipment will result in an equipment charge of \$250 or total cost of equipment which ever one is greater, and or use repo our equipment by going through the court at which point any cost associated with it will be passed to you.

**7. Limitation of Liability.** Your sole and exclusive remedy under this Agreement for any breach by Us shall be to terminate this Agreement. **IN NO EVENT Nate's Access LLC OR THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR BUSINESS HARM) ARISING OUT OF OR RELATING TO THE SERVICES OR Nate's Access LLC PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT.**

**8. Termination.** You may terminate this Agreement for any reason, but all sums for Services You have received at the time You terminate shall become immediately due and payable. Except for situations covered by Section 2 of this Agreement, We may terminate this Agreement at any time if We give You at least Twenty (20) days written notice.

**9. Indemnity.** If any claims are made against Us that were caused by Your use of the Services, You will be responsible for all costs arising from that claim, and You will reimburse Us for Our defense of the claim and any costs We pay as a result.

**10. Assignment.** You may not assign this agreement to any other person. We retain the right to assign this Agreement to an affiliate or another party.

**11. Warranties.** WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE.

**12. Shared Services.** By no means do we allow shared internet connections with other neighbors or other business for profit or non-profit.

**13. Late Payment of Services.** All invoices are due on the due date of the invoice. And will be considered late the following day after due date (exp. INVOICE DUE ON THE 7/3/2021 THEN ON 7/4/2021 THE INVOICE WILL BE CONSIDERED LATE) Services will remain active for 30 days after invoice due date, at which point services will be disconnected. **LATE PAYMENT CHARGE** will be incurred five days (5) after due date (exp. Invoice due 7/3/2021 on 7/8/2021) a **Late Payment Charge of \$20** will be added to your account. Account balance must be brought up to date for services to be turned back on if suspended.