



# **North Lauderdale Wireless Internet**

9709 Mount Carmel Road (PO Box 143)  
Bailey, Mississippi 39320  
601-917-4766  
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12 May 2023

## **NLWI NETWORK TERMS AND CONDITIONS OF SERVICE AGREEMENT**

**Encl: (1) Fixed Wireless Access Easement**

**1. Purpose.** This document contains the Terms and Conditions governing use of the Network (internet access hardware and services) provided by North Lauderdale Water Association, Inc. doing business as North Lauderdale Wireless Internet (NLWI), including its privacy policy. It also serves as written documentation of agreement between the undersigned parties to abide by these terms and conditions. **By accessing or using any part of the NLWI Network, including external access to the NLWI website and bill payment portal, a User agrees to be bound by these Terms and Conditions of Service. Anyone who does not agree to all the terms and conditions of this document is not authorized and shall not access the NLWI website or Network.**

**2. Punitive Consequences.** All Users of the NLWI Network shall abide by the following terms and conditions or be subject to immediate suspension of service without compensation, removal of NLWI Network hardware from the premises, and potential legal prosecution. Additionally, NLWI will seek to recover from offending Users the costs of restoring any damaged hardware, corrupted software, or service outages caused by tampering with the Network. The term "User" includes paying subscribers, non-paying subscribers, employees, contractors, agents, vendors, and those obtaining access illicitly.

### **3. Acceptable Use Policy**

**a. Authorized Use.** The Network shall be used only for purposes which are legal according to federal, state, and local codes. The network shall only be used by authorized persons: these include subscribers, NLWI staff, and NLWI-contracted support.

**b. Unauthorized Use.** Whether illegal or not, the following uses are prohibited because of their negative consequences on Users of the Network:

- (1) Making threats of bodily harm or property damage
- (2) Exploiting minors
- (3) Infringing on intellectual property rights such as copyrights and trademarks
- (4) Sending unsolicited bulk emails or other electronic communications ("spam")
- (5) Hacking, malicious coding, penetration testing, or any other attempts to illicitly access, modify, or disturb the network
- (6) Bridging the NLWI Network to any other network

(7) Violating privacy rights by unauthorized collection, use, or disclosure of personally identifiable information (PII)

(8) Bullying or harassment

(9) Forgery, fraud, or impersonating others, including masking or spoofing IP addresses, MAC addresses, email addresses, Caller ID, or any other electronic credentials

(10) Sharing or re-selling NLWI Network internet access beyond the geographic boundaries of the premises having a paid-up account, service agreement, and easement.

(12) Using the Network in any way which undermines its integrity or security.

**4. Fixed Wireless Access Connection.** With the permission of the property owner and a signed easement (enclosure (1)), NLWI will install customer premises equipment (CPE) consisting, as a minimum, of an integrated radio and antenna on the exterior of a Subscriber's structure, along with necessary cables and power supply to the interior of the structure. This equipment will deliver the Network connection to the internet as a single unpowered ethernet port with a private dynamic IP address and DNS services provided by our gateway router.

## **5. NLWI Property**

**a. Ownership.** NLWI is a service provider, not a hardware or software reseller, and retains ownership of all radios, antennas, cables, hardware, software, IP addresses, etc., that it has purchased and provided, regardless of installation location or any charges imposed upon Subscribers as deposits, fees, or rates.

**b. Care.** Subscribers shall not remove, alter, or damage NLWI property, shall safeguard the Network devices on their own premises, and shall promptly report any malfunction or damage.

**c. Use.** If a subscriber does not make use of the equipment for a continuous period of 120 days or more by paying for services, NLWI reserves the right to remove its property as described in paragraph 6.a above.

**6. Subscriber Devices.** Subscribers may connect a router, switch, or hub via ethernet cable to the provided port, and thereby share the connection with multiple devices at his premises. NLWI is not responsible for the compatibility, security, performance, or safety of User devices connected to the Network.

**7. Roaming Wireless Access Connection.** Subscribers with compatible devices (smart phones, tablets, dongles) may connect directly to the network with a Hotspot login. The number of devices that may directly connect is limited by the terms of the Hotspot plan the Subscriber has chosen.

**8. Network Traffic and Content.** NLWI is not responsible for the content of User-generated and externally-generated internet traffic on the Network. Each User is responsible for his own use of the Network, for the communications and data he transmits and receives over it, and for establishing any desired content filters or access restrictions

**9. Third-Party Links.** Links on the NLWI website may direct Users to third-party websites not affiliated with NLWI. NLWI is not responsible for examining or evaluating their content and accuracy, and does not warrant or accept liability or responsibility for any websites, materials,

content, products, or services of third-parties. Users are advised to carefully review third-party policies and reputation before engaging in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**10. Data Security.** NLWI has no responsibility to identify or protect sensitive information transmitted by Users on the Network. Each User is responsible to secure his own communications and data with standard precautionary procedures and policies, passwords, encryption, transport layer security, and other best practices.

## **11. Privacy and Monitoring Policy**

**a. Websites and Emails.** NLWI is the sole owner of any information collected via our websites <https://nlwi.ms> and <https://nlwa.ms>, and from emails sent to our @nlwi.ms or @nlwa.ms internet domains. Our Facebook™ page (<https://facebook.com/northlauderdalewireless>) is governed by Facebook's terms of service and privacy policies. The NLWI website only accesses and collects User information that is voluntarily provided by Users. NLWI does not sell or trade this information to any other parties. NLWI uses this information to provide requested services and to respond to User questions and complaints. Unless we are requested otherwise by the User, we may use this information for such legitimate business purposes as updating contact information, communicating about products and services, notifying of outages and policy updates, etc. NLWI has standard operating procedures in place to protect sensitive customer information internally and externally, online and offline, as well as an emergency response plan for any compromise of such information. Our NLWI website contains a link to our current policy documents including this one. Our Privacy Policy may change from time to time, and all updates will be posted on this NLWI page.

**b. Network.** The NLWI Network uses automated control and diagnostic tools to authorize subscriber access, to prevent unauthorized access and malicious use, to collect performance information necessary to efficiently operate and protect the network, and to collect bulk traffic flow information necessary to bill Subscribers for services. These automated tools can detect equipment connected to CPE, may track and log source and destination IP addresses of traffic on the Network, but do not read or record any actual payload contents of data packets. NLWI furnishes the means for Subscribers to enter their own payment information and create their own billing and network access credentials online so as to minimize NLWI staff access to sensitive customer information. NLWI will comply with data collection and disclosure orders from competent legal authorities.

**12. Subscriber Credentials.** Subscribers shall safeguard credentials (usernames, passwords, dongles) used to access the Network and not share them with unauthorized persons. Subscribers shall report to NLWI any discovered compromise of credentials or unauthorized access to the Network, and NLWI shall do the same for affected Subscribers.

**13. Individual Accounts.** Every fixed or mobile structure having its own eating and sleeping areas is legally considered a distinct dwelling, and is required by law to have its own separate utility services. This applies to water, electric power, and communications connections. Multiple dwellings shall not share an NLWI Network account or wireless service.

**14. Account Management and Disputes.** Existing and prospective Subscribers of the NLWI Network will use the NLWI website (<https://nlwi.ms>) and account portal links under the *My Account* tab as the primary methods of managing their NLWI account, including signing up for

service, entering payment information, choosing service-level and pricing packages, reporting service problems, disputing charges, updating contact information, and cancelling service.

**15. Online Payment.** NLWI contracts with a third-party payment processor to handle Subscriber payments on the Website. This service complies with Payment Card Industry (PCI) standards for safeguarding payment and personal information.

**16. Prepaid Charges.** All NLWI deposits, fees, rates, and other charges are prepaid. This allows NLWI to offer service without long-term contracts and late fees. Subscribers are free to terminate service at any time, but with no credit for unused days or hours.

**17. Installation Charges.** Standard installation charge is based on typical installation of a residential-grade antenna on the side of an existing below the roof line. If prospective Subscriber requests a dedicated point-to-point or commercial-grade connection; or geographic conditions dictate extraordinary measures for a successful installation such as elevating the antenna with a pole or tower, or relaying via intermediate points; the prospective Subscriber must pay in advance a "Special Construction Charge" to cover the extra costs of connecting. Alternatively, the prospective Subscriber may install such measures himself at his own cost to prepare the property for a normal install.

**18. Changes to Charges.** NLWI may change its schedule of charges (fees, rates, deposits) at any time with immediate effect on unpurchased packages.

**19. Network Performance.** Network speeds quoted for each service package are maximum limits. Actual Subscriber experience is affected by local hardware, weather conditions, network congestion, and other factors. The NLWI Network is designed to deliver each Subscriber their package speeds under conditions most commonly prevailing.

**20. Outages and Refunds.** If Network services are unavailable to a current Subscriber for more than 6 hours in a 24-hr period, NLWI will offer on request pro-rated refunds computed in quarter-day increments. NLWI's liability for service outages is limited to compensating Subscribers for their service package payment in proportion to the outage duration. NLWI offers no warranty as to the availability or reliability of service, and Subscribers rely on the NLWI Network for internet data and communications connectivity at their own risk. Users are responsible to make their own provisions for essential voice and text communications and 911 emergency response service. Any Subscriber with a question regarding his bill, a refund, or our refund policy should contact NLWI at 601-917-4766 or [nlwi@nlwa.ms](mailto:nlwi@nlwa.ms).

**21. No Obligation to Serve.** NLWI Network services will be provided to prospective Subscribers where technically feasible and cost-effective, with priority of effort within the approximate service boundaries of North Lauderdale Water Association. NLWI has no obligation to serve any particular location or person, but endeavors to extend threshold broadband service or better to as many rural households and businesses as possible in a financially sustainable way, with each Subscriber bearing their own rightful share of their unique costs of service.

**22. Release of Liability.** All Users hereby release NLWI from liability and indemnify NLWA members, employees, directors, contractors, and volunteers of liability for any damages caused by User activities on the Network or inability to access Network services.

**23. Notice.** Informal inquiries can be made by contacting NLWI at the phone number and email address in the header of this document. Any formal legal notice required between the parties

shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, and addressed as follows:

a. Subscriber:

The mailing address (service address if no mailing address specified) as provided by the Subscriber in NLWI's online account management portal.

b. NLWI:

North Lauderdale Wireless Internet  
9709 Mount Carmel Road  
PO Box 143  
Bailey MS 39320

**24. Successors.** The provisions of this Agreement and the associated easement shall extend to and be binding upon successive property owners and tenants, their respective legal representatives, successors and assigns, until 30 days after such time as notification is made by the property owner that service is no longer desired and NLWI is directed to collect its property from the served premises.

<u>Todd Kiefer</u> President	 Signature	<u>31 Dec 2020</u> Date
 <u>Property Owner Name</u>	 <u>Signature</u>	 <u>Date</u>
 <u>Tenant Name (if applicable)</u>	 <u>Signature</u>	 <u>Date</u>

**STATE OF MISSISSIPPI, COUNTY OF LAUDERDALE  
RIGHT-OF WAY EASEMENT FOR FIXED WIRELESS ACCESS**

Served Property Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned affirms that he/she is the property owner and possessor of the deed to the parcel in Lauderdale County, Mississippi linked to the address above, having controlling interest in that property. Furthermore, that for good and valuable consideration, receipt of which is hereby recognized and acknowledged, the undersigned does hereby grant, bargain, sell, transfer, and convey unto NORTH LAUDERDALE WIRELESS INTERNET (a division of NORTH LAUDERDALE WATER ASSOCIATION, INC.), its successors, and assigns a perpetual easement for ingress and use, upon, over, under, and across the full extent of the property, with the right to construct, erect, install, and thereafter use, operate, maintain, replace, and upgrade, antennas, radios, electronic devices, cables, wires, poles, towers, electric power connections, batteries, solar panels, or other equipment necessary or convenient to the provision of fixed wireless access to the property from time to time. The consideration mentioned above shall constitute payment in full for all damages to the land of the undersigned, his successors, and assigns by reason of the installation, operation, and maintenance of the structures of improvement referred to herein. The grant and other provision of this easement shall constitute a perpetual covenant that will endure and remain in force even if fixed wireless access services are no longer subscribed, until such time as the owner, and the Association, or their respective successors and assigns, agree in writing to a modification or termination thereof.

Any sale of the parcel while any property of North Lauderdale Wireless Internet remains within its boundaries must disclose this easement to the purchaser, and said transfer of ownership be conditional upon full acceptance by the purchaser of its terms, so as not to reduce the benefit of this easement for the Association, its successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this agreement on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .  
Day Month Year

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NLWI Witness Name

\_\_\_\_\_  
Signature