DELTA LINK LLC WIRELESS INTERNET TERMS OF SERVICE

This Terms of Service agreement ("Agreement") is a legally binding contract entered into by and between **Delta Link LLC** ("Company," "we," "us," or "our") and the account holder ("Customer," "you," or "your") whose name appears on the service order, quotation, or invoice.

By activating, using, or paying for the Service, you agree to be bound by all the terms and conditions in this Agreement. If you do not agree, you must immediately notify us to cancel your installation or disconnect your service.

1. THE SERVICE

- **Residential Use Only:** The Service is provided solely for personal, non-commercial, single-family residential use. You agree not to resell, redistribute, or share the Service with neighbors, third parties, or outside the boundaries of your property.
- **Service Speeds:** Wireless broadband speeds are delivered on a "best-effort" basis and are advertised as "up to" a specific tier. Actual speeds may vary based on network congestion, weather conditions (such as heavy rain or storms), line-of-sight obstructions (such as tree growth), and the limitations of your personal devices.
- **IP Addresses:** Unless you pay for a dedicated static IP address tier, we will assign you a dynamic or carrier-grade NAT (CGNAT) IP address, which may change at any time without notice.

2. INSTALLATION, FEES, AND EQUIPMENT OWNERSHIP

- **Custom Installation Quote:** Because fixed-wireless engineering requirements vary by property, a one-time installation and setup fee—including the necessary hardware—will be calculated on a per-subscriber basis depending on the type of install, mounting infrastructure, and specific wireless equipment needed. This fee will be quoted to you in advance of the installation. By proceeding with the installation, you approve the quoted amount.
- **Equipment Ownership:** Upon full payment of the quoted installation and setup fee, **all installed hardware (including the outdoor antenna, transceiver, cabling, mounting brackets, power-over-ethernet injector, and indoor router) becomes the sole property of the Customer.** You hold full ownership of the equipment. Delta Link LLC is not responsible for retrieving or buying back equipment upon termination of service.
- **No Company Liability for Damage or Perils:** Because you hold sole ownership of the hardware, **Delta Link LLC is not responsible for the replacement or repair of equipment damaged due to storms, lightning strikes, high winds, power surges, floods, fire, or any other acts of nature or physical peril.** Any replacement hardware or labor required due to such events will be the sole financial responsibility of the Customer and will be billed at our standard equipment and labor rates.
- **Indoor Wi-Fi Router:** Delta Link LLC provides an indoor Wi-Fi router as part of the standard installation package. If you prefer to use your own compatible third-party wireless router,

you must notify us prior to installation. Opting to use your own router does not obligate Delta Link LLC to provide technical support for your personal router's internal configurations.

- **Maintenance and Care:** You are responsible for protecting your equipment from physical damage or theft. Delta Link LLC is responsible only for the integrity of the network signal up to our point of demarcation. Any technician dispatches required to repair, realign, or replace customer-owned hardware after the initial installation window may be subject to a separate service fee.
- **Access to Property:** You grant Delta Link LLC and its authorized technicians the right to enter your property during reasonable hours to perform the initial site survey, installation, and any mutually agreed-upon maintenance or upgrades.

3. BILLING, PAYMENTS, AND FEES

- **Monthly Billing Cycle:** Service is billed on a recurring monthly cycle. Your billing cycle begins at the time of installation.
- **Prorated First Month:** If your installation date falls outside of Delta Link LLC's standard recurring billing date for your area, your first month of service fee may be prorated to align with the regular billing cycle.
- **Late Fees:** Payments not received within **30 days** of the due date are late and will be subject to a **$10.00 late fee**.
- **Service Suspension:** If an account remains unpaid for **45 days**, we reserve the right to automatically suspend your Service. A **$25.00 reconnection fee** will apply to restore suspended accounts once full payment of outstanding balances is settled.
- **Mississippi State Taxes and Fees:** All charges are subject to applicable federal, state, and local taxes, as well as regulatory fees associated with telecommunications services in the State of Mississippi.

4. ACCEPTABLE USE POLICY (AUP)

You agree to use the Service in compliance with all applicable laws. Prohibited activities include, but are not limited to:

- Running high-volume commercial servers or hosting public platforms from your residential connection.
- Engaging in copyright infringement, illegal file-sharing, or torrenting copyrighted material.
- Transmitting malware, viruses, spam, or launching denial-of-service (DoS) attacks.
- Hacking or attempting to gain unauthorized access to Delta Link LLC's network or other users' systems.

Network Management: To ensure a quality experience for all customers, we reserve the right to manage network traffic during times of high peak congestion using traffic shaping or temporary quality-of-service (QoS) protocols.

5. LIMITATION OF LIABILITY

- **"As-Is" Service:** The Service is provided on an "as-is" and "as-available" basis without warranties of any kind, either express or implied, including warranties of merchantability or fitness for a particular purpose.
- **No Consequential Damages:** Delta Link LLC is not liable for any incidental, indirect, or consequential damages resulting from service outages, data loss, delayed installations, or equipment failure.
- **Outage Credits:** In the event of a continuous network outage **lasting longer than 5 consecutive days** that is caused solely by our network infrastructure, your sole remedy is a prorated credit toward your monthly bill, upon explicit request from the Customer. Outages caused by customer-owned equipment issues, power outages at the premises, weather damage to customer hardware, or third-party interference do not qualify for credits.

6. TERMINATION AND CANCELLATION

- **Cancellation Notice:** You may cancel your Service at any time by giving us notice prior to your next billing renewal.
- **No Equipment Return Required:** Because the equipment is owned solely by you, you are not required to return the hardware upon termination of service.
- **Company Termination:** We reserve the right to terminate this Agreement and disconnect your service immediately without notice if you violate the Acceptable Use Policy, engage in abusive behavior toward our staff, or fail to pay your bill.

7. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the **State of Mississippi**, without regard to its conflict of law principles. Any legal actions arising out of this Agreement must be brought in the appropriate court holding jurisdiction over **Bolivar County**, Mississippi.

8. REFUND POLICY

Contact Us If you have any questions on how to request a refund,
contact us @ 662-719-0187 or INFO@DELALINKNET.COM.

9. AMENDMENTS

Delta Link LLC reserves the right to modify this Agreement, our pricing plans, or our Acceptable Use Policy at any time. We will provide you notice of material changes via email or on your monthly invoice at least 30 days before they take effect. Continued use of the Service after the effective date constitutes acceptance of the modified terms.