

Terms of Service

In order to use any of the services of "Veopoint Internet", henceforth referred to as "Veopoint", all users must agree and comply to the terms set forth in this "Terms of Service document", henceforth referred to as "TOS".

In the event of any violation of the terms and conditions contained in this TOS, we reserve the right to suspend or terminate immediately without notice any or all services and the customer's account.

Restrictions of Use

Users understand that the following restrictions are applied to the service:

User May Not:

- Engage in any illegal activity.
- Use the service in any way that negatively impacts the service for other users and customers
- Access or transmit any content or material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization
- · Send SPAM, or bulk email
- Post or transmit offensive, threatening messages or information
- Post or transmit viruses, malware or any harmful component to others
- Attempt to violate the security of any computer or network

Responsibility of Use

Veopoint RETAINS SOLE OWNERSHIP of the equipment installed at the customer's location by Veopoint. This includes the internet receiver, radio and antenna (usually residing outdoors) and the power supply (usually residing indoors). Veopoint must be permitted access to the customer's property to retrieve the equipment in the event the service is terminated or canceled either by the customer or Veopoint.

The customer is responsible to pay for damages to Veopoint's equipment when the customer is at fault. The customer being at fault includes, but is not limited to, damage or loss when getting the roof repaired or replaced, damage from cables being cut or chewed by people or pets, falling trees or limbs and fire.

As part of the service, Veopoint will perform service calls on the Veopoint equipment if repairs are needed. Veopoint is not responsible for repairing customer equipment including, but not limited to wiring, cabling, WiFi routers and computers.

User shall assume all responsibility for all content distributed, accessed, or viewed while connected to our service. Under no circumstance shall we be held liable for users' actions while using the service. Be advised that if Veopoint is requested and required by legal authorities to provide information, we are obligated to comply with those requests.

Right to Cancel

Veopoint does not require a contract and therefore customers can cancel the service for any reason. However any and all unpaid charges and account balances must be paid in full.

We reserve the right to cancel service for any reason without prior notice. In the event that a user's service is cancelled by us for a reason outside of this TOS, we will refund the user the unused portion of that month's service at the time of cancellation.

Warranty Disclaimer

No warranties are made regarding the service. We do not guarantee that the service will be uninterrupted or error free. We exercise no control whatsoever over the content of information that is passed through our system. The service is provided on an "as is" basis.

Limitation of Liability

Under no circumstances shall we, our agents, our providers, or employees be liable for any damages, which result in any way from user's use or inability to use the service or any part thereof. This includes, but is not limited to, all direct and indirect damages, special punitive or consequential damages that may result from disruptions, delays in the service, deletion of files, viruses, theft, or alteration of a user's computer.

System Backups

We do not and will not perform system backups on any user's E-mail account(s). We shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, we will not provide historical data, to any party for any reason, regarding any system or Internet activity.

No Confidentiality

Information transmitted through us and through the Internet in general is not confidential. We cannot and shall not guarantee privacy or protection of any user.

Billing Policy

Veopoint requires customers to use our Auto Bill Pay System. Upon signup, customers are required to provide method of payment information by filling out an Auto Bill Pay form. Credit cards or bank drafts are accepted forms of payment. Each month our billing system will charge the method of payment and email to the customer an invoice marked paid.

It is the End Users responsibility to make sure that Veopoint always has the most up to date contact and billing information for their account.

All recurring transactions take place on the same day every month. If payment is declined, attempts will be made to correct the situation including, but not limited to, retrying the payment and/or contacting the customer.

If non-payment isn't resolved quickly, the service will be temporarily blocked and unusable. Only after the account balance is paid in full along with any returned check fees will the service be un-blocked and restored. And while Veopoint currently does not charge late fees or penalties, the customer is still being charged for the internet during the time it is blocked. If the service is terminated for nonpayment or for any other reason, Veopoint will collect payment for all outstanding account balances. Bill collection is used if payments aren't received.

Cancellation Policy

The service can be cancelled by emailing us at billing@veopoint.com or calling 903-663-2398. If Veopoint receives a notice of cancellation on or before the 20th of the month, the service fee for that month will be reduced by the number of unused days. The full monthly service fee is charged if service is cancelled after the 20th.

Failure to Comply With Terms and Conditions

Veopoint reserves the right to deny user access to all or part of the service without notice if user engages in any conduct or activities that we in our sole discretion believe violates any of the terms and conditions of this TOS.

Miscellaneous

We may modify this agreement from time to time by updating it on our website, and user's continued use of the service following such modification shall be deemed as user's acceptance of any such modification. It is user's responsibility to check this online area regularly to determine whether this TOS has been modified.

We shall not be liable or deemed to be in default for any delay or failure in performance under this TOS or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, dire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond our reasonable control.

This TOS constitutes the entire agreement between user and us with respect to the Veopoint service.