

# VELOXINET TERMS OF SERVICE AGREEMENT

**Last Updated:** 01/12/2026

This Terms of Service Agreement ("Agreement") is entered into by and between **Veloxinet** ("Veloxinet," "Company," "we," "us," or "our") and the individual or entity named on the Service Order or account ("Customer," "you," or "your").

By subscribing to, installing, activating, or using the Service, you acknowledge that you have read, understood, and agree to the terms and conditions set forth in this Agreement, as well as the **Acceptable Use Policy (AUP)** and **Privacy Policy**, which are incorporated herein by reference.

## 1. DEFINITIONS

- **"Service"** means the internet access, VoIP, and related communications services provided by Veloxinet to the Customer.
- **"Equipment"** means the devices installed or provided by Veloxinet to deliver the Service, including but not limited to antennas, radios, modems, routers, Optical Network Terminals (ONTs), cabling, and power injectors.
- **"Premises"** means the physical address where the Service is installed.

## 2. SERVICE DESCRIPTION AND SPEEDS

- **2.1. Bandwidth:** Veloxinet provides Service tiers with varying speeds. You understand that the speeds advertised are "up to" speeds. Actual speeds may vary due to factors such as network congestion, weather conditions (for Fixed Wireless), signal interference, the capabilities of your personal devices, and the wiring inside your Premises.
- **2.2. Shared Network:** For residential and non-dedicated business plans, the network is a shared resource. Veloxinet manages the network to ensure fair access for all users, as detailed in our AUP.
- **2.3. No Guaranteed Uptime:** While we strive for 100% reliability, Veloxinet does not guarantee that the Service will be uninterrupted, error-free, or secure. Service may be temporarily unavailable for scheduled maintenance or due to force majeure events (e.g., storms, floods, power outages).

## 3. INSTALLATION AND ACCESS TO PREMISES

- **3.1. Access:** You grant Veloxinet and its authorized agents the right to enter the Premises at mutually agreed times to install, maintain, repair, or remove Equipment.

- **3.2. Installation Authority:** You represent that you own the Premises or have obtained necessary permission from the owner (e.g., landlord/property manager) for the installation of the Service, including drilling holes and mounting equipment on the roof or exterior walls.
- **3.3. Standard Installation:** Standard installation includes mounting the receiver/antenna and running cabling to a single point of entry. Custom wiring, internal networking, or non-standard mounts may incur additional charges.

#### **4. EQUIPMENT OWNERSHIP**

- **4.1. Company Equipment:** Unless you have purchased the Equipment outright, all Equipment installed or provided by Veloxinet (Radios, ONTs, POE injectors) remains the sole property of Veloxinet.
- **4.2. Care of Equipment:** You agree to use reasonable care to prevent damage to the Equipment. You are liable for any loss, repair, or replacement costs resulting from negligence, theft, fire, water damage, or tampering.
- **4.3. Return of Equipment:** Upon termination of Service for any reason, you must return all Veloxinet Equipment in good working condition. Failure to return Equipment within ten (10) days may result in an unreturned equipment fee.

#### **5. BILLING AND PAYMENT**

- **5.1. Billing Cycle:** Service is billed in advance on a monthly basis. The billing cycle begins on the date the Service is activated.
- **5.2. Payment Methods:** You agree to pay all charges using a valid credit card, debit card, or check.
- **5.3. Late Fees:** Accounts not paid in full by the due date are subject to a late fee and potential suspension of Service.
- **5.4. Reconnection:** If Service is suspended for non-payment, a reconnection fee may apply to restore access.
- **5.5. Taxes and Fees:** You are responsible for all applicable federal, state, and local taxes, surcharges, and fees mandated by government bodies.

#### **6. TERM AND TERMINATION**

- **6.1. Month-to-Month:** Unless a specific contract term (e.g., 12 or 24 months) is agreed upon in a Service Order, the Service is provided on a month-to-month basis.
- **6.2. Termination by Customer:** You may terminate the Service at any time by providing written notice to Veloxinet. You are responsible for charges up to the end of the current billing cycle.

- **6.3. Termination by Veloxinet:** We may terminate or suspend your Service immediately, without prior notice, if you violate the AUP, fail to pay charges, or if we determine that your use of the Service adversely affects our network or other customers.

## 7. LIMITATION OF LIABILITY

- **7.1. Disclaimer of Warranties:** THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." VELOXINET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- **7.2. Limitation of Damages:** VELOXINET SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR DATA) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE DURING THE ONE (1) MONTH PERIOD PRIOR TO THE CLAIM.

## 8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Veloxinet, its officers, employees, and agents from any claims, liabilities, damages, or costs (including attorney's fees) arising from your use of the Service, your violation of this Agreement, or your infringement of any intellectual property or other right of any person or entity.

## 9. DISPUTE RESOLUTION

- **9.1. Governing Law:** This Agreement shall be governed by the laws of the State of Illinois.
- **9.2. Arbitration:** Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in Illinois, rather than in court. You waive any right to a jury trial or to participate in a class action lawsuit.

## 10. CHANGES TO AGREEMENT

Veloxinet reserves the right to modify this Agreement at any time. We will provide notice of material changes via email or by posting the updated Agreement on our website. Continued use of the Service after the effective date of the change constitutes your acceptance of the modified terms.