

# MASTER SERVICE AGREEMENT & TERMS OF SERVICE

## For Bullseye Networks

Operated by MWD Capital LLC DBA Bullseye Networks  
Effective Date: May 26, 2026

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## 1. ACCEPTANCE OF TERMS

By requesting, activating, using, or paying for services provided by Bullseye Networks (“Bullseye,” “Company,” “we,” “us,” or “our”), operated by MWD Capital LLC DBA Bullseye Networks, the customer (“Customer” or “you”) agrees to be bound by this Master Service Agreement, Acceptable Use Policy, and all related policies referenced herein.

Electronic acceptance, payment of invoices, activation of service, or continued use of services constitutes full acceptance of these terms.

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## 2. SERVICES PROVIDED

Bullseye Networks provides internet access, networking, Wi-Fi, camera, VoIP, and related communications services on a best-effort basis subject to service availability, technical limitations, environmental conditions, and network capacity.

Service speeds are not guaranteed and may vary due to:

- Network congestion
- Wireless interference
- Weather conditions
- Customer equipment
- Third-party infrastructure
- Maintenance activities
- Terrain or line-of-sight conditions

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## 3. BILLING & RECURRING PAYMENT AUTHORIZATION

Customer agrees to maintain a valid automatic payment method on file for all recurring services receiving promotional pricing, discounted installation, or price guarantees.

By enrolling in service, Customer authorizes Bullseye Networks and its authorized payment processors to:

- Store payment credentials securely
- Process recurring ACH and/or credit/debit card payments
- Retry declined transactions
- Charge outstanding balances, applicable fees, equipment charges, replacement costs, and approved service charges

Invoices may be delivered electronically via:

- Email
- SMS/text notification
- Online portal
- Electronic invoicing platform

Customer is responsible for maintaining current billing and contact information.

Removal or failure of autopay authorization may result in:

- Loss of promotional pricing
- Loss of discounted installation incentives
- Conversion to standard pricing
- Service interruption or suspension

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## 4. PROMOTIONAL SERVICE TERMS

Bullseye Networks may offer promotional installation incentives tied to minimum service commitments.

Available promotional terms may include:

- 24-Month Promotional Agreement
- 36-Month Promotional Agreement

Both promotional terms include:

- Standard installation at no upfront cost
- Five (5) year promotional pricing guarantee
- Mandatory automatic payment enrollment

After the promotional commitment term expires, service automatically converts to month-to-month unless otherwise agreed in writing.

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## 5. EARLY TERMINATION

If Customer disconnects, cancels, defaults, or otherwise terminates service before completing the selected promotional service term, Customer agrees to pay an Early Termination Charge calculated as:

**\$10.00 × each full remaining month in the promotional term**

The Early Termination Charge is agreed to as reasonable liquidated damages intended to recover installation and activation costs and is not a penalty.

No Early Termination Charge applies after completion of the promotional term.

Suspension or termination for nonpayment constitutes voluntary termination under this section.

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## 6. PRICE GUARANTEE

Promotional pricing is guaranteed for five (5) years from the activation date provided Customer:

- Maintains continuous qualifying service
- Maintains automatic payment enrollment
- Remains in good account standing

Bullseye Networks reserves the right to apply:

- Applicable taxes
- Regulatory fees

- Government-imposed charges
- Recovery surcharges
- Equipment fees
- Optional service fees

The promotional pricing guarantee applies only to the base recurring service rate.

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## **7. LATE PAYMENTS, SUSPENSION & COLLECTIONS**

Invoices are due on the date listed on the invoice.

Accounts unpaid after fifteen (15) days may:

- Be assessed a late fee of up to fifteen percent (15%) of the outstanding balance
- Be suspended until payment is received

A \$10.00 reconnect fee may apply after suspension.

Accounts unpaid after thirty (30) days may be terminated.

Accounts unpaid after ninety (90) days may:

- Be transferred to collections
- Be reported to credit agencies where permitted by law
- Incur additional collection or legal costs

Customer agrees to pay all reasonable costs associated with collection of unpaid balances.

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## **8. EQUIPMENT OWNERSHIP & RETURN**

Unless explicitly sold to Customer in writing, all installed or provided equipment remains the property of Bullseye Networks, including but not limited to:

- Radios
- Antennas
- Routers
- Mounts

- Power supplies
- Cabling
- Network hardware

Upon cancellation or termination:

- Equipment must be returned within fifteen (15) days, OR
- Customer must provide reasonable access for retrieval

Failure to return equipment may result in charges for the full replacement value of unreturned equipment.

Customer may also be charged for equipment damaged by negligence, abuse, unauthorized modification, or intentional misuse.

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## 9. INSTALLATION & PROPERTY ACCESS

Customer grants Bullseye Networks permission to:

- Install service equipment
- Mount equipment to structures
- Run cabling
- Access property for maintenance, troubleshooting, upgrades, or equipment retrieval

Standard installations generally include:

- One outdoor customer device
- One cable entry
- One interior router location
- Standard mounting hardware

Additional labor, trenching, specialty mounting, electrical work, lift equipment, or non-standard construction may incur additional charges.

Customer is responsible for identifying hazards or restrictions that could impact installation.

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## 10. ACCEPTABLE USE POLICY

Customer agrees not to use services for:

- Illegal activity
- Fraudulent conduct
- Network abuse
- Spamming
- Denial-of-service attacks
- Unauthorized resale
- Copyright infringement
- Malware distribution
- Harassment or threats
- Unauthorized access to systems or networks

Bullseye Networks reserves the right to suspend, limit, or terminate service for violations of this policy.

Excessive or abusive bandwidth usage that negatively impacts network performance may result in service management actions.

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## **11. NETWORK MANAGEMENT**

Bullseye Networks reserves the right to:

- Manage network traffic
- Prioritize latency-sensitive traffic
- Mitigate malicious traffic
- Limit abusive usage
- Perform maintenance
- Modify network configurations

Temporary interruptions may occur during maintenance, upgrades, or network events.

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## **12. PRIVACY & ELECTRONIC COMMUNICATIONS**

Customer agrees Bullseye Networks may contact Customer through:

- Phone calls
- SMS/text messages

- Email
- Automated billing notifications
- Service alerts

Bullseye Networks does not sell customer personal information.

Customer information may be shared with:

- Payment processors
- Service providers
- Contractors
- Legal authorities where required
- Collection agencies for unpaid balances

Bullseye Networks uses commercially reasonable measures to protect customer information but cannot guarantee absolute security.

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## **13. CHARGEBACKS & PAYMENT DISPUTES**

Customer agrees that initiating a chargeback or payment dispute does not:

- Cancel contractual obligations
- Eliminate outstanding balances
- Transfer ownership of Company equipment
- Waive early termination charges

Bullseye Networks reserves the right to suspend or terminate service for disputed transactions.

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## **14. DISCLAIMER OF WARRANTIES**

Services are provided “as is” and “as available.”

Bullseye Networks makes no guarantee that services will be:

- Uninterrupted
- Error-free
- Free from latency

- Available at all times
  - Suitable for every application
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## **15. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Bullseye Networks shall not be liable for:

- Indirect damages
- Consequential damages
- Lost profits
- Loss of data
- Business interruption
- Service outages
- Equipment failure
- Third-party network failures

Total liability shall not exceed the amount paid by Customer for services during the previous thirty (30) days.

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## **16. TERMINATION OF SERVICE**

Bullseye Networks may suspend or terminate service for:

- Nonpayment
- Violation of these terms
- Illegal activity
- Abuse of network resources
- Threatening behavior toward staff
- Unauthorized equipment tampering

Customer remains responsible for all outstanding charges after termination.

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## **17. CHANGES TO TERMS**

Bullseye Networks reserves the right to modify these terms at any time.

Updated terms may be posted on the Company website or delivered electronically.

Continued use of service after changes constitutes acceptance of revised terms.

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## **18. GOVERNING LAW**

These terms shall be governed by the laws of the Commonwealth of Virginia.

Any legal disputes shall be resolved in the appropriate courts located within Virginia.

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## **19. CONTACT INFORMATION**

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