

## TERMS OF SERVICE AGREEMENT

### Introduction

**Definition** | The definition of this document labeled as 'Terms of Service Agreement' (Agreement) is not a binding contract for any type of services but is an outline of the terms and conditions of the Internet Services (Services) provided to you as a customer of Beyond Media. A 'Customer' is defined as any person or organization that receives Services from Beyond Media or is connected to any Beyond Media tower equipment to provide a connection to the internet.

**Purpose** | The purpose of this Agreement is to establish an understanding, between the Customer and Beyond Media, of all of the terms and conditions of the Services provided. This Agreement outlines all Services that are provided by Beyond Media, what the obligations of the Customer are, the fees and charges that may be applied for the Services, any warranties and liabilities, and the Acceptable Use Policy. By using and/or paying for the Services provided to you by Beyond Media, you, the Customer, understand and agree to all of the terms, conditions, and policies listed herein and any revisions that may be made to this Agreement.

### Subscription Requirements

**Definition** | The subtitle 'Subscription Requirements' is defined by any requirement outlined in this document, by Beyond Media, in order to obtain and use the Services requested by the Customer.

**Requirements** | The following points are a listing of all of the definite requirements to obtain and use the Service provided by Beyond Media and requested by the Customer. These requirements may be altered or be changed on a per Customer basis and will be determined by Beyond Media.

**Subscriber Module** | A subscriber module also referred to as 'radio' or 'dish', is the device used to connect the Customer to the Beyond Media tower equipment. The subscriber module will be provided by Beyond Media, free of charge to the Customer, and will remain the property of Beyond Media indefinitely. The subscriber module must be located somewhere on the Customer's property and will need to be placed where the technicians of Beyond Media decide will allow the best connection to the tower. The subscriber module must not be placed more than 325 feet from the cable termination location. The subscriber module will either be placed on the home or building, on a post in the yard, on a custom mount, or other location that is deemed able to provide reliable Services.

**Cable** | An Ethernet cable is required to provide power and data connection to the subscriber module. This cable will be provided to the Customer free of charge at the time of installation of the Services but will become the property of the Customer upon payment of the installation fees. This cable will be connected from the subscriber module to a power supply and then from the power supply to the router.

**Power Supply** | A set of two power supplies will be required to power the subscriber module and the wireless router. These power supplies will each require a free, open, and always-on 120-volt outlet.

**Payment** | A payment will be required, in the form of cash, check, credit card, or debit card, immediately following the installation of Services. The technician(s) will collect the payment upon the completion of the installation and verification of service functionality. This payment will be the total installation fee and the first month of service selected by the Customer.

**Account** | A billing account (Account) will need to be set up on the Beyond Media billing system prior to the installation and use of Services. This Account must include but is not limited to, an account name, physical address, mailing address, email address, phone number, service package selection, and billing and payment preferences.

**Agreement** | Each Customer is required to agree to this Agreement before services can be used. If this Agreement is not agreed to by the Customer, services will either be terminated immediately by the customer or will not be installed by Beyond Media.

**Access** | Beyond Media requires access to the physical location of the Customer's service and requires access to any and all equipment installed and/or maintained by Beyond Media.

### Services

**Definition** | The term 'Services' is defined by any service provided by Beyond Media. The major services provided are listed and explained below.

**Services** | The following points are a listing of the major services provided by Beyond Media. The services Beyond Media may provide are not limited to this list and Beyond Media withholds the right to alter the list of services and/or each individual service at any time.

**Internet** | Internet Service is defined as the connection to the internet provided to the Customer location from a Beyond Media tower location. This connection is allowed by the subscriber module installed at the Customer location. An internet connection is defined as having internet service provided to the subscriber module. Beyond Media is not liable for providing the internet service past the router's WAN port or throughout the Customer's home. Beyond Media does offer other services, however, that can assist with providing the Customer's devices with a wireless connection.

**Installation** | Installation is defined as the process of installing the required equipment needed to provide a Customer with an internet connection. Beyond Media provided this service as a charged service and payment is due at the time of installation.

**Service Calls** | A service call is defined by any trip to a Customer's location that Beyond Media employees make with the intention of repairing an issue that is causing the internet services to work incorrectly. Service calls are provided free of charge unless the issues being experienced by the Customer are not related or being caused by any item that Beyond Media is not liable for. This will be determined by the Beyond Media technician or employee that works on the Customer's issue.

Home Network Management | Home network management is a charged service on select service packages and is listed on such packages on the Beyond Media website. This service is provided to cover the labor to replace a customer's router, cable, or other devices that the customer owns and is liable for but may cause issues with the internet service.

Cable Replacement | The replacement of the Ethernet cable that provides power and data to the subscriber module will be free of charge if it is determined that the cable has failed due to natural causes such as rain, wild animals, or lightning. A cable replacement will be a charged service of 50 dollars if the reason for cable failure is determined to be caused by the Customer, such as cut by means of lawn mower or vehicle, chewed by dogs or other pets, or vandalism.

WiFi Routers | Beyond Media will provide each Customer with an initial WiFi router for the service location as part of the installation service. Once the installation payment has been made the router becomes the property of the Customer, and Beyond Media is no longer liable for its functionality or replacement. Beyond Media does allow customers to provide their own router unless the router is deemed unfit for service, in which the technician will notify the customer of the need to upgrade the WiFi router. Beyond Media will replace or service a Customer's router for an additional charge.

Phone System | Beyond Media does not provide any type of telephony services. Beyond Media is a dealer for the Ooma Phone System and will sell an Ooma phone device to a Customer to allow the customer access to the Ooma Phone System. Beyond Media provides the device and the installation and configuration services for the device as an option, but as soon as the payment has been made for the installation and/or the device, Beyond Media is no longer liable for the phone service or device functionality.

Payment Services | Payment services are defined as the multiple options that Beyond Media offers to collect payment for any other service listed in this section. Beyond Media allows customers to pay via cash, check, credit card, and debit card online, over the phone, and in our office location. Beyond Media does not store any credit card or debit card data that is left unsecured and all customer data is kept confidential.

Customer Service | Customer Service is defined as any service in which Beyond Media employees interact with the customer. Beyond Media provides live phone support from 8-5 on Monday through Fridays except for major holidays. Beyond Media also has an online website available to anyone with internet service at [www.beyondmedianetworks.com](http://www.beyondmedianetworks.com). Beyond Media offers support via our email address at [support@beyondmedianetworks.com](mailto:support@beyondmedianetworks.com) and [sales@beyondmedianetworks.com](mailto:sales@beyondmedianetworks.com). Beyond Media records all inbound calls for quality assurance. Beyond Media also monitors all connections to any Beyond Media tower and reserves the right to monitor network traffic for security and reliability.

Website | Beyond Media provides the public with an online website, [www.beyondmedianetworks.com](http://www.beyondmedianetworks.com) and attached pages, to provide online assistance to public business information. All of the information and designs on the Beyond Media website and attached pages are under Copyright protection. Website access is dependent on an internet connection.

Custom Systems | Beyond Media offers the service to plan, configure, and install custom designed point-to-point radio systems to connect major buildings on the same property to one incoming internet service connection. This service is an additional charged service. Once payment has been made for the installation the equipment will become the property of the Customer and Beyond Media will not be liable for its replacement, repair, or functionality.

### **Customer Obligations**

Definition | Customer Obligations are defined as any task, requirement, supplies, or other item or service that the Customer must provide in order to remain a Customer of Beyond Media.

Customer Obligations | The following points are all obligations of all Customers of Beyond Media.

Payment | All Beyond Media customers are required to maintain payment on their account(s). If payment does not occur and a bill becomes past due, causing the account to go delinquent, Beyond Media withholds the right to suspend or terminate services that may be provided to the Customer. A fee to reconnect the services will be charged once payment has been made and full payment of the account balance must occur before services are restored. Beyond Media will notify customers before services are terminated, but may not notify a customer of service suspension. If a Customer account is delinquent for more than 3 months Beyond Media reserves the right to notify Collections of the delinquency. If a Customer's service(s) are terminated, the Customer is responsible for returning any and all equipment that is owned by Beyond Media. If any such equipment is not received within 10 days of service termination, Beyond Media reserves the right to charge the customer for the value of the equipment.

Power | All Beyond Media internet service customers are required to maintain power to all equipment owned by Beyond Media at all times unless of a natural cause. Lack of power to Beyond Media equipment may result in service charges.

Service | All Beyond Media customers are required to notify Beyond Media of any issues that are being experienced to the service(s) being provided. Beyond Media is not liable for loss of service due to noncommunication. The reliability and functionality of the services depend solely on the immediate communication from the Customer to Beyond Media of issues that may be occurring.

### **Terms and Conditions**

Definition | 'Terms and Conditions' is defined as any point of policy that Beyond Media holds as standard practice in which applies to all Customers of Beyond Media. This section outlines the major policies of operation of Beyond Media.

Right of Refusal | Beyond Media withholds the right to refuse service to any person, as long as the refusal does not break any local, state, or federal laws. Beyond Media does not discriminate in any way when decided to whom to provide services. Services may be suspended or disconnected at any time for any reason. Not all people in the Beyond Media 'service area' are serviceable.

Temporary Disconnection | Beyond Media withholds the right to temporarily suspend services or place an account on hold for items such as but not limited to non-payment, inaccurate account information, or refusal by the Customer to cooperate with Beyond Media representatives.

Late Payment | Late payment is defined as any payment that is made to an account that has turned delinquent. Delinquent accounts will be charged a 5-dollar delinquency fee each billing cycle until the account is no longer delinquent or past due.

Unlimited Data | Unlimited data is defined as the allowance for a Customer to use as much data as desired or needed.

Vacation Hold | Vacation Hold is defined as an account status option for a Customer to place their account on during an extended vacation or leave from the serviced address. The placement of an account on Vacation Hold will result in a 10-dollar disconnection fee and the removal of the Vacation Hold status will result in a 10-dollar reconnection fee. The disconnection and reconnection of the account should be scheduled in advance. The applicable charges will appear on the next monthly bill.

Termination | Termination is defined by any cancellation of services provided by Beyond Media. The termination of services can be done at any time and there will be no charge for doing so. The customer may incur other additional charges if the termination of services is not handled properly as explained in other sections of this Agreement. Any equipment, such as the subscriber module, that is owned by Beyond Media must be returned within 10 days of service termination. If the equipment is not returned on time, a 150-dollar fee for the loss of company property will be charged to the Customer's account.

Downgrading | Downgrading is defined as any time a customer chooses to lower the level of service or the service plan they had initially selected. The downgrading of any services will result in a one-time fee of 10 dollars and will appear on the next monthly bill. Upgrading the service level of any customer can be completed quickly from the Beyond Media office and is free of charge.

Billing Cycle | Billing cycle is defined as the standard process that Beyond Media uses to bill customers. The Beyond Media billing cycle starts on the 10<sup>th</sup> day of every month and ends on the 9<sup>th</sup> day of the next month. The Beyond Media billing system is a pro-rated system, meaning services are paid for before they are received. Bills reoccur monthly and are created on the 20<sup>th</sup> or 21<sup>st</sup> day of every month (depending on how many days are in the month). Bills can be mailed via USPS or via email and will be sent out within 5 days of being created. Unpaid bills will result in a Customer's account going delinquent. Any account with an unpaid balance will go delinquent on the 17<sup>th</sup> or 18<sup>th</sup> day of every month (depending on how many days are in the month).

Abuse | Beyond Media withholds the right to report, to an officer of the law, any verbal or physical abuse from a Beyond Media customer that may be directed towards any Beyond Media employee. Abuse of any kind will not be tolerated and if any abuse occurs, services may be terminated immediately and any charges to the account applied.

Reliability | Beyond Media does not guarantee the reliability of any internet service connection.

Speed | Beyond Media does not guarantee the speed of any internet connection. The speed listed on any service plan is the max speed that can occur not the speed that the connection should be at all times. Beyond Media is not liable for the results of a speed test and it is the Customer's responsibility to understand that the speed of the internet depends on many factors and not all of them are in the control of Beyond Media.

Maintenance | Beyond Media reserves the right to conduct maintenance on any networking equipment at any time during any day. This maintenance may cause outages that may affect the Customers internet experience. Maintenance may be regular, emergency, or an upgrade of equipment. Customers may be notified via email (if the customer has an email on the billing account) of any scheduled maintenance periods.

Credits | Beyond Media will not provide a credit on a Customer's account unless a total loss of service has been experienced. A total loss of service will only be determined by Beyond Media's monitoring system and only refers to the loss of internet connection to the Customer's subscriber module. Beyond Media is not liable for a loss of internet past the subscriber module on such items as the router or other customer devices. In the event of an outage caused by the failure of Beyond Media equipment, a credit will be available to the affected customers in the amount calculated from the time that the outage began to the time that the outage was resolved based on the customers' selected service plan. Credits for slow speeds will not be given unless the speeds are lower than one-quarter of the total selected service plan and last longer than 5 days. In this case, a credit for the number of days that the service was slow will be given based on the selected monthly service plan.

Promotions | Beyond Media does provide certain continuing promotions to current customers.

Billing | A one-dollar credit per month will be given to any customer that specified email billing as the account's billing option. Beyond Media will not be liable if a customer does not receive a bill and email billing is selected.

Auto-Pay | A one-dollar credit per month will be given to any customer that selects the option to have their account be automatically paid with a credit or debit card. If the applied card is ever Denied by the lender service fees may apply.

Referral | A twenty-dollar credit will be given to any customer that refers another person to install Beyond Media service.

This credit will only be given if the referee mentions the name of the referrer at or before the time of installation. The credit will also not be given until after the referee has paid for the installation of services.

## **Warranties and Liabilities**

General | Beyond Media shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from, but not limited to, the following items: security breaches, eavesdropping, any cybersecurity attack on personal customer equipment, Beyond Media networking equipment, or any other internet related equipment or services, interception of networking traffic, or any interruption of service or failure of equipment. All services are provided "as-is", and "as-available". Beyond Media does not warrant that any services provided will be uninterrupted or error-free. No advice or information given by any Beyond Media representative shall imply or create a warranty of any kind. Beyond Media or its representatives are not liable for any costs or damages arising directly or indirectly from the use of the services or the internet including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages.

Phone System | Beyond Media does not offer any type of telephony services and therefore is not liable for any service related issues that may occur with the phone service. Beyond Media is only a dealer of the Ooma phone system in which Beyond Media requires that the internet being used to support the Ooma phone service is provided only by Beyond Media. Any service related issues that may occur with the phone service should be relayed and explained to the Ooma customer service department. Any customer using the Ooma phone system, with a device supplied, configured, or installed by Beyond Media, understands and accepts that the phone service provided is a voice-over-IP phone service, meaning that the phone service will not function without the proper internet service reliability and speed. Beyond Media is not liable in any way for any costs or damages arising from the direct or indirect use of the phone services, provided by Ooma and installed by Beyond Media, including any incidental, exemplary, multiple, special, punitive, or consequential damages.

#### **Acceptable Use Policy**

Definition | 'Acceptable Use Policy' is defined as the policy instilled by Beyond Media to protect the users and customers of the Beyond Media internet access network. This policy outlines major unacceptable uses that violate this Use Policy.

Introduction | Beyond Media's Acceptable Use Policy is intended to help enhance the use of the internet services provided by preventing unacceptable use. All users and customers of Beyond Media services must comply and follow the restrictions outlined in this policy. Beyond Media supports the free flow of information and ideas over the internet and does not actively monitor web-use, but does monitor the use of data and internet connections on the Beyond Media network. Beyond Media does not exercise editorial control over any content, website, email, news, blog, or any other material created or accessed over the internet. Beyond Media may cooperate with any legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong by assisting them and providing any information that may be requested by a court. A customer's violation of this Acceptable Use Policy may result in the suspension or termination of any or all services. The prohibited items under this AUP are including, but not limited to the following:

Illegal Use | Using the services provided to transmit any material that intentionally or unintentionally violates any applicable local, state, national, or international law or any rules or regulations promulgated there under.

Harm to Minors | Using the services to harm, or attempt to harm minors in any way.

Threats | Using the services to transmit any material that may threaten or encourage bodily harm or destruction of property.

Harassment | Using the services to transmit any material that harasses or encourages the harassment of any other person or organization.

Fraudulent Activity | Using the services to make or transmit fraudulent information or offers related to but not limited to financial institutions, buying or selling products or services, or any scams or schemes.

Forgery or Impersonation | Adding, removing, or modifying identifying network header information in an effort to deceive or mislead. Attempting to impersonate or defame any person by using forged headers or other identifying information.

Phishing or Spam | Using the services to transmit any unsolicited bulk email or email that encourages users to commit intentional or unintentional payments or activities that they do not understand.

Unauthorized Access | Using the services to access or attempt to access the accounts of others, or to penetrate or attempt to penetrate security measures of Beyond Media, or any other entities computer hardware or software, electronic communications system, regardless whether of not the intrusion results in corruption or loss of data and/or damages.

Copyright or Trademark Infringement | Using the services to transmit any material that infringes any copyright, trademark, patent, trade secret, or other intellectual or proprietary property of Beyond Media or any other third party.

Collection of Personal Data | Using the services to collect or to attempt to collect personal information about any person and/or third party without their knowledge or consent.

Network Disruptions or Hostile Activity | Using the services for any activity which affects the ability of other people or systems to use Beyond Media services or the internet. It is each customer's responsibility to maintain a secure connection to the internet and to use only secure equipment and account information and websites. A customer may not, through any action or inaction, allow other users, people, or organizations, whether known or unknown, to use their account, services, network, or internet for illegal or inappropriate actions.

Network Reselling or Sharing | The resale or unauthorized sharing of network access or internet services to any person or organization that does not have an account with Beyond Media is strictly prohibited.

#### **Conclusion and Agreement**

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE POINTS, STATEMENTS, REGULATIONS, AND OPERATIONS OUTLINED AND EXPLAINED IN THIS 'TERMS OF SERVICE AGREEMENT'. I UNDERSTAND THAT THIS AGREEMENT IS NOT A CONTRACT OF SERVICES, BUT AN OUTLINE OF POINTS, STATEMENTS, REGULATIONS, AND OPERATIONS OF BEYOND MEDIA INC.