

## **Subscriber Agreement**

### **1. Introduction**

**Access Media 3, Inc. (“AM3”) provides its Internet services (“Services”), as they may exist from time to time, directly to property owners who have entered into agreements with AM3. Property owners pay a monthly fee for tenants who have chosen to subscribe to access our Services via a property wide Ethernet network.**

**Occasionally AM3 enters into agreements directly with end users to access our Services.**

**By accessing our Services, either through a property wide agreement, or an individual subscription, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and our Acceptable Use Policy.**

### **2. Subscription Requirements**

**Subscribers who access our Services through a property wide agreement must contact their property management team, who will provide the necessary materials to activate service.**

**Individual subscribers must be at least 18 years old, and have a valid major bank issued MasterCard or Visa credit card.**

### **3. Payment obligations of subscribers**

**Subscribers of property wide agreements must complete billing and access documents as provided by their property management. These fees may be included in your monthly rent, as an additional fee, or may be covered as an amenity by your property owner.**

**Individual subscribers and property wide subscribers of additional services must provide AM3 with accurate and complete billing information including legal name, address, telephone number, and credit card billing information. Individual subscribers must report all changes to this information within 15 days of the change. Individual subscribers are responsible for any changes to their billing information, or individual access accounts.**

**a. Subscribers having questions regarding charges to an account, Should contact AM3’s billing department via email at [support@am3inc.com](mailto:support@am3inc.com). All charges are considered valid unless disputed in writing within 60 days. Adjustments will not be made for charges that are more than 60 days old.**

**b. If a subscriber of a property wide agreement has ordered additional services, charges for the entire year will be billed at the time the individual orders those additional services.**

**c. In the event a credit card has been declined the individual will be notified and have 10 days to provide Access Media 3 with correct billing information or be subject to termination. In the event an individual subscriber’s account has been terminated additional fees will apply to reinstate service.**

#### **4. Subscriber's Account, Password, and Security**

Individuals do not have an assigned password or username to access the Services. Access is determined by individual Ethernet jacks installed in subscriber's residence. Email usernames and passwords however will be assigned. It is the sole responsibility of the subscriber to safeguard his / her email password. AM3 provides basic firewall services for all networks, however each individual is responsible for securing his / her computer. At no time will AM3 be responsible for any unauthorized access to a subscriber's computer.

#### **5. Equipment / Software**

AM3 requires all computers to be configured with a 10 or 100 Mbs network interface card, TCP /IP configured for DHCP (unless a static IP address has been ordered), and applicable software installed allowing the subscriber to access AM3's services. AM3 will not support configuration of a users computer, other than through email and documents posted on our web site.

#### **6. Internet Access Services**

The following Base Services shall be provided to each Subscriber:

Complete backbone wiring infrastructure will be provided under separate agreement depending on ownership of the infrastructure.

One Ethernet connection to the Internet per unit.

AM3 will operate an email server providing email addresses to end users as stipulated in applicable agreements.

The following Upgrade Services will be offered to each Subscriber. Additional charges will apply.

- Additional Email addresses**
- Internet Static IP Addresses**
- On Site Installation**

AM3 ensures that all Services provided will meet the following Quality Standards:

##### **Uptime**

Subscribers will receive a 98% uptime guarantee, excluding reasonable scheduled network maintenance downtime.

##### **Cable Infrastructure Maintenance**

AM3 will maintain complete wiring infrastructure from the Closet through the Ethernet jack inside each Space.

##### **Support**

Subscribers will be provided reasonably adequate technical support via local telephone access and email. All email support must be addressed to [support@am3inc.com](mailto:support@am3inc.com). Support incidents that are deemed Subscriber configuration errors will be fixed electronically at no charge. If a solution cannot be reached electronically, a technician will be dispatched to fix the problem at the direction of the Subscriber. If this is a billable service call, additional charges will

**apply and Subscriber will be so notified before dispatch or the possibility there of if prior determination is not possible. Subscriber errors will be determined by testing end-to-end connections for other Subscribers. If all other Subscribers are operating fine, and the Equipment is up a presumptive determination of fault will be made against the Subscriber, until other determined.**

#### **Bandwidth**

**Subscribers' bandwidth will be dependent on the advertised speed for each specific location. Subscriber will be guaranteed a minimum download speed and upload speed as specified in the contract.**