

**Buckeye Cablevision, Inc. DBA - Buckeye Access™**  
**Terms and Conditions of Service**

1. These terms and conditions shall bind the member to this Agreement and all other persons with access to the computer(s) owned, used or otherwise maintained by the applicant (hereinafter collectively referred to as the "Subscriber"). You represent that you are at least 18 years old by registering as a member.
2. The Buckeye Access Service ("Buckeye Access Service") is provided by Buckeye Cablevision, Inc. ("Buckeye Access" or "we") to you ("Member" or "you"), subject to the terms of this Agreement and Buckeye Access's operating policy, referred to as "MTC." (The MTC may be accessed on the World Wide Web at the following address: <http://www.buckeye-access.com>. The MTC comprises the entire Agreement between Buckeye Access (hereafter referred to as ACS) and you, and supersedes any prior agreements between you and Buckeye Access with respect to the subject matter of the MTC. But you are subject to any additional terms and conditions that you are notified of and that apply when you use third party content, software, or services. Buckeye Access may revise the MTC at any time, and will post the revised MTC on the Membership Terms and Conditions page of the Buckeye Access World Wide Web Site at the following address: <http://www.buckeye-access.com>. You agree to review the MTC periodically to be aware of such revisions. If any such revision is unacceptable to you, you may terminate your membership as provided below. Your continued use of the Buckeye Access service following the effective date of any such revision to the MTC is conclusively deemed as acceptance of all such revisions.
3. ACS reserves the right to deny membership to or terminate the membership of any person upon the refund of their application fee and the unused portion of any membership fee payment.
4. Subscribers may access the services made available by ACS. Should those services be unavailable to Subscribers from time to time, for any reason, the unavailability thereof shall not be a breach of this Agreement unless it continues without interruption for a period of seven (7) days.
5. ACS reserves the right at any time to impose limitations on or to cancel services to Subscriber access to ACS services to the extent ACS determines, in its sole discretion, that such limitations or cancellations are necessary or appropriate.
6. You may be allowed storage space for a personal home page as specified on our Web Site <http://www.buckeye-access.com/> under Member Services. Personal Web pages cannot be used for commercial or business solicitations. Personal Web pages must not contain vulgarity; pornography; unlawful, threatening, abusive, profane information; information or software containing a virus, worm, or other harmful component; information, software or other material which is protected by copyright or other proprietary rights, without obtaining permission of the copyright owner. Individuals must maintain and design their own pages. ACS is not responsible for and does not reflect views and opinions, which may be expressed on personal pages. ACS has the absolute and unrestricted right to terminate publisher's access to the Site at such time and under such conditions and circumstances as ACS, in its sole discretion, deems appropriate, and to delete any and all

directories and files that constitute or contain the Site. ACS shall have the right to refuse to post or to remove from the Site any web pages, files, information, or materials that it determines, in its sole discretion, to be unacceptable, undesirable, or in violation of ACS's policies or procedures. ACS also reserves the right to cancel subscriptions for violations as stated above. Other restrictions may apply.

7. Subscriber authorizes ACS to charge Subscriber's MasterCard/Visa/Discover/AMEX account for all membership fees as they become due, and for all other charges incurred by Subscriber, including, but not limited to, excess usage charges as below. Termination by the Subscriber of the authority of ACS to charge Subscriber's MasterCard/Visa/Discover/AMEX account, or failure of the Subscriber to otherwise properly pay for ACS membership and/or other charges incurred by Subscriber, shall result in termination of Subscriber's access as described below.

#### 8. Non-Payment Policy

After each month's billing, any customer who has a balance that is 90 days old or older will have their service disconnected as detailed below. Any balance that reaches 150 days will be turned over to collection.

##### Web Hosting

If a web hosting customer is disconnected for non-payment of their bill, ACS will take the following steps:

1. Upon the decision to disconnect, all web queries will be directed to a generic "site unavailable" page for a period of sixty (60) days. If the account is not paid in full all web content will be deleted and any domain registrations will be allowed to lapse and all DNS entries will be removed.
2. Should the customer wish to pay their entire balance and have service re-instated, they will be charged a re-instatement fee as follows:
  - a. If the web site queries are only redirected to a "site unavailable" page, the fee will be the greater of one (1) month's hosting charge or \$50.
  - b. If the contents of the site and all supporting components have been removed, the fee will be the greater of two (2) months' hosting charge or \$100.

The restoration of any service that has been disconnected because of non-payment will be done as soon as is practical, at the sole determination of Buckeye Access.

##### Mail Hosting

If a mail hosting (private domain) customer is disconnected for non-payment of their bill, ACS will take the following steps:

1. Upon the decision to disconnect, authentication will be interrupted removing all access to all aspects of the service for a period of sixty (60) days. If the account is not paid in full all e-mail boxes and their contents will be deleted, and any domain registrations will be allowed to lapse and all DNS entries will be removed.
2. Should the customer wish to pay their entire balance and have service re-instated, they will be charged a re-instatement fee as follows:

- a. If only the authentication was disrupted, the fee will be the greater of one (1) month's hosting charge or \$25.
- b. If the e-mail boxes and all supporting components have been removed, the fee will be the greater of two (2) month's hosting charge or \$50.

The restoration of any service that has been disconnected because of non-payment will be done as soon as is practical, at the sole determination of Buckeye Access.

#### Dial-UP Access

If a dial-up access customer is disconnected for non-payment of their bill, ACS will take the following steps:

1. Upon the decision to disconnect, authentication will be interrupted removing all access to all aspects of the service for a period of sixty (60) days. If the account is not paid in full all e-mail boxes and their contents will be deleted, and any domain registrations will be allowed to lapse and all DNS entries will be removed.
2. Should the customer wish to pay their entire balance and have service re-instated, they will be charged a re-instatement fee as follows:
  - a. If only the authentication was disrupted, the fee will be \$25.
  - b. If the e-mail boxes and all supporting components have been removed, the fee will be \$50.

The restoration of any service that has been disconnected because of non-payment will be done as soon as is practical, at the sole determination of Buckeye Access.

9. A Subscriber obtaining a personal membership shall receive up to six e-mail accounts, and upon request, may obtain additional e-mail addresses for other persons living in the Subscriber's residence for a nominal fee. The Subscriber may request particular e-mail addresses, but ACS reserves the right to make the final assignment of e-mail addresses it deems appropriate. If any minor children living in the Subscriber's residence are assigned e-mail addresses, ACS reserves the right to disclose the password and anything else necessary to access such addresses to the Subscriber.
10. Subscriber and/or ACS shall select a unique password which will permit access to ACS services by the Subscriber. The Subscriber shall not disclose the password to any other person, and is responsible for maintaining the confidentiality of the password. Multiple concurrent use of one dial-up account on more than one computer is not permitted.
11. The Subscriber shall comply with all policies and procedures adopted by ACS from time to time. Violation of ACS policies and procedures may, at the sole discretion of ACS, result in immediate termination of the Subscriber's membership. Without limiting the generality of the foregoing, the Subscriber shall not do any of the following or permit any other person to do any of the following: (a) restrict or inhibit any other member from using and enjoying ACS services; (b) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law,

including without limitation the U.S. export control laws and regulations; (c) post or transmit any information or software that Subscriber is aware contains a virus, worm, or other harmful component; (d) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through ACS services which is protected by copyright or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; (e) abuse or fraudulently use ACS services in any way; (f) issue broadcast e-mails to persons who have not consented to receive the same.

### Cancellation Policy

12. Quarterly and Monthly Plans: The Subscriber shall continue as a subscriber to ACS until such membership is terminated by the Subscriber. Subscriber must contact ACS in writing, email or by calling the ACS Customer Service department by the 25th of the month for cancellation to take effect the last day of the month. A monthly subscriber terminating pursuant to this provision shall not be entitled to a refund of the unused portion of any membership fee payment. A quarterly plan subscriber terminating pursuant to this provision shall be entitled to a refund/credit of all future unused month(s). Memberships payable via credit card will automatically be renewed until the subscriber contacts us using any of the above communication options by the 25th of the month in order for the cancellation to take effect the last day of the month. It is the subscriber's responsibility to provide and update ACS with valid contact information (ie, address, phone number, etc).
13. Annual plans: The Subscriber shall continue as a subscriber to ACS until such membership is terminated by the Subscriber. Subscriber must contact ACS in writing, email or by calling the ACS Customer Service department before the 31st day after the annual plan is to renew. No credit/refunds will be issued for any cancellation notice received for an annual plan that is beyond thirty days after the date of renewal. A Subscriber terminating pursuant to this provision shall be entitled to a refund of the unused portion of the annual payment, minus the current month of service, which will be billed at \$14.95. Annual plans payable via credit card will automatically be renewed until the subscriber contacts us using any of the above methods. The credit/refund policy will be in effect for all forms of payment. It is the subscriber's responsibility to provide and update ACS with valid contact information (ie, address, phone number, etc).
14. Law. To the extent of any conflict between this Agreement and other agreements with Buckeye Access, this Agreement shall take precedence. If any part of the Membership Terms and Conditions is held invalid or unenforceable on its terms, then that portion must be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining portions remain in full force and effect. The Membership Terms and Conditions and your membership is governed by the laws of the State of Ohio, excluding its conflicts-of-law rules. Member expressly agrees that exclusive jurisdiction for any claim or dispute resides in the courts of the State of Ohio. Member further agrees and expressly consents to the exercise of personal jurisdiction in the State of Ohio in connection with any dispute or claim involving ACS, and that venue is proper in the Court of Common Pleas of Lucas County, Ohio.

Miscellaneous.

16. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.
17. ACS's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions. Any cause of action Subscriber may have with respect to ACS or ACS services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
19. This Agreement constitutes the entire Agreement between Subscriber and ACS.
20. Subscriber hereby consents to the receipt of all e-mails issued by ACS and its representatives.

WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES

21. Subscriber understands that ACS does not operate or control the Internet in any way, and that all merchandise, information, and services offered or made available or accessible on or through ACS services are offered or made available or accessible by third parties who are not affiliated with ACS. The Subscriber assumes total responsibility and risk for his/her/its use of ACS services. ACS MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ACS SERVICES: ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED, ACS and its officers, employees, agents, and volunteers shall not be liable for any cost or damage arising either directly or indirectly from Subscriber's use of ACS services. It is solely Subscriber's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information obtained on or through ACS services, and the quality and merchantability of all merchandise obtained through ACS services.
22. The Subscriber understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Subscriber accesses such materials at their own risk. ACS has no control over and accepts no responsibility whatsoever for such materials.

23. ACS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. No advice or information given by ACS, its officers, employees, agents, volunteers, affiliates or contractors, or their respective employees, shall create a warranty. Neither ACS nor its affiliates warrants that ACS services will be uninterrupted or error free, or that any information, software or other material accessible through software or other material accessible through ACS services will be free of viruses, worms, Trojan horses or other harmful components.
24. Under no circumstances shall ACS or its officers, employees, agents, or volunteers be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Subscriber's use of ACS services or reliance on or use of information, services, or merchandise provided on or through ACS services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
25. Subscriber's sole and exclusive remedy for any breach of this Agreement by ACS shall be the termination of the subscriber's membership, the refund of the unused portion of any membership fee payment made by the Subscriber, and the refund of an amount equal to one-twelfth of the Subscriber's Annual Fee payment as liquidated damages.
26. Although ACS assumes no obligation to do so, ACS reserves the right to refuse to post or to remove any information or materials that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of ACS policies and procedures of this Agreement.
27. The Subscriber agrees to defend, indemnify and hold ACS and its officers, employees, agents, and volunteers harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of ACS policies or procedures or this Agreement by Subscriber; (b) the use of ACS services or the placement or transmission of any message, information, software or other materials on ACS services by Subscriber; (c) negligent acts or omissions of Subscriber's officers, employees, agents or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels or terminal equipment or software which are connected or are to be connected to the ACS services; and (d) claims for infringement of patents, copyrights, or other intellectual property rights arising from the use of equipment and software, apparatus and systems in connection with ACS services.

#### Usage Policy

28. Some ACS access plans include a limit as to the number of online hours per month. Should a customer exceed the limit for their plan, they may be billed \$1.00 for each

excess usage hour. Excess usage is defined to be all usage over and above 110% of the limit specified for the customer's current access plan.

29. Any violation or abuse of the terms and conditions by the subscriber will result in cancellation of services.
30. SPAM poses significant problems for ACS' IP network, and significant aggravation and inconvenience for ACS's customers. It shall be the policy of ACS relative to its various Internet access products, that SPAM will be neither supported nor condoned from its network. Any ACS customer (network user) who is found to either be:
  - i. originating SPAM from within the ACS network, or
  - ii. providing secondary support services (including but not limited to payment processing, order fulfillment, hosting web site associated with any SPAM, etc.) from the ACS network in support of SPAM originating from elsewherewill receive a warning upon a first offense that such activity is not allowed over the ACS network and will not be tolerated. Any subsequent infraction is grounds for termination of all Internet access service from/through the ACS network.

For the purpose of this policy, SPAM is defined as any unsolicited commercial email, or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on Buckeye Access's network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.

31. ACS reserves the right to seek and obtain reimbursement from the Subscriber for any damage or injury to the ACS system, or to ACS's business, whether temporary or permanent, that is caused by the Subscriber, or by persons using the Subscriber's connection. Violations of law will be referred to the appropriate authorities.