

**BUCKEYE EXPRESS™ HIGH SPEED INTERNET SERVICE
RESIDENTIAL SUBSCRIPTION AND SERVICE AGREEMENT**

I hereby subscribe to Buckeye Express High Speed Internet Service in accordance with the following terms and conditions:

1. Buckeye Cablevision, Inc., and its authorized representatives, ("Buckeye") will provide a high-speed connection to the Internet from a single personal computer connection in my home ("the Service"). The Service includes wiring, a cable modem and a network interface card ("NIC") for my personal computer if required. The transfer speeds, e-mail services, and other components provided with each specific product offering are defined in a separate document entitled "Buckeye Express High Speed Internet Service Residential Product Definition", and on Buckeye's website (<http://www.buckeyecablesystem.com>), and are hereby included by reference.
2. I must pay an installation fee and a monthly charge for the Service. The installation fee and first month's service charges are due at the time of installation. Charges are billed monthly in advance, must be paid in full each month, and are subject to change on reasonable notice.
3. I may terminate the Service at any time by notifying Buckeye. Buckeye may terminate the Service immediately upon a violation of this Agreement.
4. I must be present during installation. If software is installed, system files may be modified. **Buckeye strongly recommends that I back-up all files prior to installation.** If a network interface card must be installed, my personal computer must be opened. I acknowledge that opening the personal computer may void existing warranties of the computer manufacturer or other parties. I consent to the opening of the computer for installation, maintenance, repair, or removal of the network interface card.
5. The Service is for personal, non-commercial use only. I may not resell or redistribute access to the Service.
6. I must ensure that each person who uses the Service complies with the Buckeye Express High Speed Internet Service Acceptable Use Policy. Copies of the policy are available from Buckeye upon request and are located at "<http://www.buckeyecablesystem.com>".
7. If I accept any third-party software programs made available to me by Buckeye and use the programs in connection with the Service, I must assent to the software license agreement of the software vendor. I understand that Buckeye provides such third-party software solely for my convenience, and for an initial period only on a one-time basis. If I request, accept, and use the software, the legal relationship governing use of the software is between the software vendor and me. I understand that Buckeye does not provide support for these software programs; that it is my responsibility to obtain support, updates, and upgrades directly from the software vendor; and that charges may apply. I understand that Buckeye will have no liability to me or to anyone else for any claims relating to my use of such third-party software.
8. Telephone and on-site support will be provided for the hardware and software supplied by Buckeye. Buckeye is not obligated to correct or repair hardware, software, or equipment that Buckeye does not supply. I am not authorized to tamper with, attempt to repair, or alter any property of Buckeye or any connection to Buckeye's network. I am not authorized to alter or increase the speed of my connection to Buckeye's network, or to attempt to do so. If my use or modification of hardware, software, or equipment supplied by Buckeye requires a visit to my home for repair or correction, a charge may apply. I am responsible for all costs incurred by Buckeye arising from a violation of this paragraph by me or by anyone who uses the Service supplied to me.

9. I understand that I will not attempt to modify the Buckeye Express products and services in any manner (for example altering the speeds at which my cable modem operates), or attempt to circumvent controls on any aspect of this service (for example exceeding the limit on the allowed traffic to and from newsgroup services provided by Buckeye, or the sending of an excessively high volume of e-mail messages). Such activity may cause degradation in the service for other Buckeye Express customers, or harm to Buckeye's network infrastructure, and may constitute a crime.
10. Upon termination, I must either (a) return the Buckeye Express cable modem to a Buckeye customer service location within five (5) business days, or (b) notify Buckeye and permit Buckeye to pick up the cable modem. If I fail to return the cable modem for any reason (including theft or destruction), I must pay liquidated damages of One Hundred Fifty Dollars (\$150.00) for each cable modem not returned.
11. Upon termination of this Agreement, Buckeye is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.
12. I represent and warrant that I am at least 18 years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize Buckeye to enter upon the property where the personal computer is located for the purpose of (a) placing Buckeye Express cable modem transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing a cable modem, network interface card, and software in the designated personal computer. I must indemnify Buckeye from any claims brought against Buckeye if this warranty is breached, or if Buckeye's entry upon or into the property is unauthorized or illegal.
13. **BUCKEYE EXPRESS HIGH-SPEED INTERNET SERVICE IS 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 STATEMENT, ADVICE, OR INFORMATION GIVEN BY BUCKEYE, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. NEITHER BUCKEYE NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.**
14. **IN NO EVENT SHALL BUCKEYE OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF INFORMATION OR DATA OR USE THEREOF, DAMAGE TO EQUIPMENT OR SURROUNDINGS, OR THAT ARISE FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, OR ANY CLAIMS BY ANY THIRD PERSON, EVEN IF BUCKEYE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE. BECAUSE SOME STATES/JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. I agree to defend, indemnify and hold Buckeye and its officers, employees, and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of this Agreement, or the Acceptable Use Policy, or any other Buckeye policies; (b) use of the Service or the placement or transmission of any message, information, software or other materials through the Service; and (c) claims for infringement of patents, copyrights, or other intellectual property rights, or breach of contract or any other claim arising from the use of the Service.
16. Buckeye reserves the right to seek and obtain reimbursement from the Subscriber for any damage or injury to the Buckeye system, or to Buckeye's business, whether temporary or permanent, which is caused by the Subscriber, or by persons using the Subscriber's connection. Violations of the law will be referred to the appropriate authorities.
17. Buckeye has no responsibility for, and is not liable for, the speed, content, or accuracy of any transmissions on the system. All Buckeye obligations hereunder are subject to acts of God, the elements, flood, fire, explosion, other casualty, strikes, walkouts, other labor difficulties, injunctions, accidents, breakage, breakdown of machinery or apparatus, bandwidth contention, the necessity for repairs, replacements, improvements, alterations, or additions, inability to obtain services or supplies at the normal costs from normal sources, riot, war, governmental regulation, or any other cause beyond Buckeye's reasonable control. Buckeye is not liable to me or to anyone else for any of the foregoing. The sole and exclusive remedy for any breach of this Agreement by Buckeye is the termination of this Agreement.
18. No representation, warranty, term or condition other than as specifically set forth in this agreement is binding on Buckeye.
19. Failure by Buckeye to enforce any provision of this Agreement in one circumstance shall not be construed as a waiver of the right to enforce the provision in any other circumstance. If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions are unaffected. This Agreement may be modified by Buckeye upon reasonable notice, including general notices provided to subscribers on-line. If I do not agree with any modification, I may terminate this Agreement. I must pay all amounts due under the Agreement up to the effective date of the termination.
20. I may not assign this Agreement. This Agreement is governed by, and construed in accordance with, the laws of the state of Ohio. Proper venue for any action brought under this Agreement is Lucas County, Ohio and the parties expressly consent to exercise of personal jurisdiction in said courts.
21. By signing this document, I acknowledge receipt of the cable modem and, if required, the network interface card and/or software. I acknowledge that the Service is functioning properly..
22. I agree that the provisions contained in the document entitled "Buckeye Express High Speed Internet Service Residential Terms and Conditions of Service" are incorporated into and made part of this Agreement. I agree to review the document at the Buckeye website at <http://www.buckeyecablesystem.com>". I understand that if I do not agree with any of the terms and conditions contained in the "Buckeye Express High Speed Internet Service Residential Terms and Conditions of Service", I may terminate the Service.

I have read and understand the terms and conditions of this Agreement and agree to be bound thereby.

Subscriber:

Address:

Signature: _____ Date: _____.

NOTE: If you subscribe to Buckeye's cable television service, that relationship is subject to a separate service and subscription agreement which remains fully in effect.

TERMS OF PAYMENT AND BILLING INQUIRIES

1. All payments are due in full on the due date of the monthly bill. Buckeye may add a late charge for any payment not timely made. Failure to pay all charges shown on the bill in full each month is grounds for termination of services.
2. If I discontinue the Service or are disconnected, I must pay a reconnect charge before reconnection.
3. Any "prepayment" made at the time of installation is not a deposit but is a prepayment of the first billing(s) for services. After such prepayment has been fully applied, I must pay the full amount of all monthly billings. If the Service is terminated before the prepayment is fully applied, the balance will be returned to me.
4. I am also responsible for all expenses (including reasonable attorney's fees) incurred by Buckeye in collecting any unpaid amounts due in accordance with this agreement.

BILLING DISPUTES

Buckeye makes every effort to bill its subscribers correctly, but it recognizes that billing errors do occur. I can call regarding a billing error and Buckeye will make every effort to resolve the dispute, but phoning will not provide the safeguards under these procedures. Billing disputes are simple to resolve if the following procedures are followed:

1. I must write to Buckeye. The correspondence must be received within 60 days after the billing date on which the disputed charges were billed. The letter should be sent to: Buckeye Cablevision, Inc., Billing Inquiries, 5566 Southwyck Blvd., Toledo, Ohio 43614. I must include my name, account number, date, amount of the disputed charges and explanation of why the charges are disputed. The letter should not be put in the same envelope as a payment.
2. Buckeye will acknowledge the letter, in writing, within 30 days after it is received unless the problem has been resolved within that time.
3. Buckeye will conduct a reasonable investigation and within no more than 90 days, either explain why the bill is correct or correct the error. If the bill is correct, Buckeye will include documents showing that the charges were correct.
4. I may withhold payment for the amount of the disputed charges only. Buckeye will not disconnect the Service as long as the undisputed charges are kept current. If I continue to have problems with the disputed charges, I may seek legal advice or contact a consumer protection agency.

Referenced Documents

Buckeye Express High Speed Internet Service Minimum Equipment Requirements

Buckeye Express High Speed Internet Service Acceptable Use Policy

Buckeye Express High Speed Internet Service Residential Terms and Conditions of Service

Buckeye Express High Speed Internet Service Residential Product Definition