

## **BUCKEYE EXPRESS™ HIGH SPEED INTERNET SERVICE RESIDENTIAL TERMS AND CONDITIONS OF SERVICE**

Subscription to Buckeye Express High-Speed Internet Service ("the Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service which are made part of the "Buckeye Express High Speed Internet Service Residential Subscription and Service Agreement."

1. Information about the Buckeye Express Service is available on the Buckeye Website at <http://www.buckeyecablesystem.com>. The following documents are available for review:

Buckeye Express High Speed Internet Service – Residential Terms and Conditions of Service  
[http://www.buckeyecablesystem.com/downloads/BEX\\_agreements/Residential%20Terms%20and%20Conditions%20of%20Service.pdf](http://www.buckeyecablesystem.com/downloads/BEX_agreements/Residential%20Terms%20and%20Conditions%20of%20Service.pdf)

Buckeye Express High Speed Internet Service - Residential Subscription and Service Agreement  
[http://www.buckeyecablesystem.com/downloads/BEX\\_agreements/Residential%20Subscription%20and%20Service%20Agreement.pdf](http://www.buckeyecablesystem.com/downloads/BEX_agreements/Residential%20Subscription%20and%20Service%20Agreement.pdf)

Buckeye Express High Speed Internet Service - Acceptable Use Policy  
[http://www.buckeyecablesystem.com/downloads/BEX\\_agreements/Acceptable%20Use%20Policy.pdf](http://www.buckeyecablesystem.com/downloads/BEX_agreements/Acceptable%20Use%20Policy.pdf)

Buckeye Express High Speed Internet Service – Residential Product Definition  
[http://www.buckeyecablesystem.com/downloads/BEX\\_agreements/Residential%20Product%20Definition.pdf](http://www.buckeyecablesystem.com/downloads/BEX_agreements/Residential%20Product%20Definition.pdf)

Buckeye Express High Speed Internet Service - Minimum Equipment Requirements  
[http://www.buckeyecablesystem.com/downloads/BEX\\_agreements/Minimum%20Equipment%20Requirements.pdf](http://www.buckeyecablesystem.com/downloads/BEX_agreements/Minimum%20Equipment%20Requirements.pdf)

Subscriber Privacy  
[http://www.buckeyecablesystem.com/downloads/BEX\\_agreements/Websites%20and%20Subscriber%20Privacy.pdf](http://www.buckeyecablesystem.com/downloads/BEX_agreements/Websites%20and%20Subscriber%20Privacy.pdf)

Buckeye Express High Speed Internet Service – Broadband Internet Access Service Disclosures  
[http://www.buckeyecablesystem.com/downloads/BEX\\_agreements/Internet%20Access%20Service%20Disclosures.pdf](http://www.buckeyecablesystem.com/downloads/BEX_agreements/Internet%20Access%20Service%20Disclosures.pdf)

NOTE: Buckeye reserves the right to modify the contents of the documents listed above from time to time as needed, including the Terms and Conditions of Service and the Acceptable Use Policy. Each Subscriber is required to review these documents periodically to ensure compliance.

The documents may be downloaded or printed from the Website. Copies may also be requested by contacting Buckeye Express Customer Service at (419) 724-9800.

2. The Service includes wiring, a cable modem and a network interface card (NIC) for the personal computer if required. The transfer speeds 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.

3. Through the Service Buckeye serves as a local Internet Service Provider (ISP). If the Subscriber currently uses another ISP, the Subscriber may terminate that service. If the Subscriber elects to keep an existing ISP in addition to using the Buckeye Service, the Subscriber is responsible for paying the charges of the existing ISP.
4. Charges for Buckeye services are billed monthly in advance and are due in full each month. Failure to pay charges when due may result in suspension or termination of service. Before suspension or termination of service for late payment, Buckeye may provide notices through the Subscriber's browser or through other means, alerting the Subscriber or any user that the service may be suspended for nonpayment, and asking that the Subscriber contact Buckeye customer service or make a payment online. If services are terminated, a re-connection charge will apply.
5. The computer in which the Service is installed must meet the minimum requirements set by Buckeye. Copies of the Buckeye Express High Speed Internet Service Minimum Equipment Requirements are available from Buckeye upon request and are also located at <http://www.buckeyecablesystem.com>.
6. The Subscriber must provide Buckeye and its authorized representatives with reasonable access to the premises to install, inspect, repair, maintain, or remove Buckeye's equipment.
7. If Buckeye installs software for use in connection with the Service, the Subscriber must comply with the terms and conditions of the manufacturer's license for such software.
8. Buckeye is not responsible in any way for any damage to the Subscriber's property, personal computer, or peripherals, or to any software, files, or data, or the voiding of warranties, that may result from the installation, use, maintenance, or removal of the Service, except for instances of gross negligence on the part of Buckeye. In no event will Buckeye's liability exceed the amount paid under this Agreement, or \$2,500.00, whichever is less.
9. If the Subscriber requests Buckeye to move the cable modem from its original installed location, a service charge will apply based upon Buckeye's published rates for such services.
10. The Subscriber must not attach any device that permits access to services or service levels in violation of the Subscription Agreement. In addition, federal and state laws prohibit the possession, use, or attempted use of any equipment to receive any Buckeye services except as expressly provided by the Residential Subscription and Service Agreement.
11. Upon termination of the Service, the Buckeye cable modem must be returned to a Buckeye Customer Service Center. The Subscriber may notify Buckeye and permit Buckeye to pick up the cable modem. Buckeye's failure to pick up the cable modem after termination is not abandonment of the equipment and the Subscriber remains obligated to return the cable modem to Buckeye. The network interface card installed by Buckeye becomes the property of the Subscriber. Buckeye will not remove the network interface card from the personal computer unless requested to do so, for which a reasonable removal charge will be assessed.
12. The cable and other non-electrical equipment installed on the premises between the pole,

pedestal, and ground block are the property of Buckeye unless abandoned according to law. The cable and other non-electrical equipment installed between the ground block and the personal computer becomes a fixture on the property and will remain in place upon termination of the Service unless the Subscriber requests removal. If the Subscriber requests removal, a reasonable removal charge will apply.

13. The Subscriber acknowledges that the Service provides full access to the Internet with regard to content and that some content on the Internet may be offensive or inappropriate for certain people. The Subscriber assumes all responsibility for use of the Service by the Subscriber or by other persons using the Subscriber's personal computer or account, including persons under 18 years of age. The Subscriber agrees to provide appropriate adult supervision. Buckeye is not responsible for the effectiveness or failure of any blocking and filtering software developed by others that is designed to restrict access to objectionable or inappropriate material or to protect against disclosure of personal or other information. The Service may not be used by any person to violate any law.

14. The Subscriber assumes all risk, responsibility, and liability for use of the Service to connect to, and access content on, the Internet. Such content may include information or programs of an unlawful, infringing, abusive, profane, or sexually offensive nature. Buckeye and its officers, employees, and agents have no liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such content or from use or reliance upon information, services, or merchandise accessed on the Internet through the Service.

15. Buckeye and its authorized representative make no representation or warranty that any software installed on the personal computer or that the Subscriber may download from the Internet, on-line service provider, or other information provider does not contain any virus or other damaging or destructive attribute. Buckeye and its authorized representatives have no responsibility and assume no liability for such acts or occurrences.

16. The Subscriber is responsible for all Internet-based charges incurred through use of the Service, whether or not authorized. The Subscriber acknowledges that Buckeye does not endorse or warranty any third party products, services, or content accessed through the Service.

17. Because the Internet is a shared resource, Buckeye cannot and does not warrant the security of any information on the Subscriber's personal computer, or the security or accuracy of any information or data transmitted or received through the Service. Buckeye has no liability for unauthorized access by third persons to the personal computer, files, or data of the Subscriber. Buckeye does not warrant that any data or files will be transmitted or received in uncorrupted form or within a reasonable period of time.

18. 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.

19. Buckeye's current network management techniques are detailed in the "Residential Product Definition" document and in Buckeye's Buckeye Express™ High Speed Internet - Broadband

Internet Access Service Disclosures document. Buckeye routinely monitors its network and traffic patterns and makes changes as it deems necessary to manage and improve overall network performance. Buckeye uses reasonable, nondiscriminatory, network management techniques to improve overall network performance to ensure a high-quality online experience for all users. Our network management practices do not target any specific content, application, service or device. As network management issues arise and as technology develops, we reserve the right to employ additional techniques or new network management practices as necessary or desirable. By subscribing to the Service, you agree that your use of the Service is subject to Buckeye's network management practices.

20. The Service may incorporate software that responds to incorrect or non-existent domain names entered into a browser address bar. The software will direct the Subscriber to a page selected by Buckeye, which may offer similar search results and additional destination options generated by the software, and advertising or other information selected by Buckeye. The Subscriber may opt out of this service feature by clicking the "Opt Out of this Service" link at the bottom of the resulting web page.

For further information about the Buckeye Express Service  
or other services offered by Buckeye Cablevision,  
please visit our website at  
<http://www.buckeyecablesystem.com>  
or contact a Customer Service Representative  
at (419) 724-9800.