

Buckeye Broadband®

Terms and Conditions for Credit Card Payments and Electronic Communications

1. General

SEE IMPORTANT DEFINITIONS IN SECTION 2 BELOW.

a. These terms and conditions apply to all credit card payments made (whether online, by telephone, or in any other manner) to Buckeye Broadband.

b. These terms and conditions also apply to Electronic Communications (whether or not in connection with a credit card payment).

c. In addition to these terms and conditions, the Buckeye Broadband Privacy Policies apply to your use of any Buckeye Broadband website. Current copies of these privacy policies may be found at:

http://www.buckeyebroadband.com/downloads/BCS_docs/BCSprivacy-cpni.pdf
http://www.buckeyebroadband.com/downloads/BEX_docs/internetsubscriberprivacy.pdf
http://www.buckeyebroadband.com/downloads/BEX_docs/websiteprivacy.pdf

d. By making a credit card payment to Buckeye Broadband, or by requesting Electronic Communications, you accept these terms and conditions.

e. Buckeye Broadband may amend these terms and conditions at any time by posting the amendment on its website at least 30 days prior to the effective date of change.

2. Definitions

As used in these terms and conditions:

a. “Buckeye Broadband,” “we,” or “us” refers collectively to Buckeye Cablevision, Inc., and all of its divisions, subsidiaries and affiliates, such as Buckeye Broadband®, Buckeye Express®, Buckeye Phone®, Buckeye Access® and Buckeye Telesystem®.

b. “You” means you, the customer.

c. “Service” means any service provided by Buckeye Broadband, such as cable television, Internet access, Wi-Fi access, and telecommunication services.

d. “Electronic Communications” means any electronic billing and payment communications sent by Buckeye Broadband to you or by you to Buckeye Broadband, such as online access to statements and emails relating to billing or payment, disclosures, notices and other communications regarding your Service (including, without limitation, your billing statements notice of the posting of your electronic billing statements, annual privacy notices and change-interms notifications).

e. “Credit cards” includes both credit cards and debit cards.

3. Authorization

By entering your credit card information:

- a. You are stating that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, etc.) is accurate.
- b. You authorize Buckeye Broadband to charge the amount you have requested to your credit card and to use commercially reasonable steps to process charges.
- c. If you set up automatic payments, then you authorize Buckeye Broadband to charge the amount due for the invoice being paid to the credit card.
- d. You also authorize Buckeye Broadband to return to your credit card any funds due to you by Buckeye Broadband resulting from use of this Service.

4. Charges

- a. For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any.
- b. If a charge is declined or reversed by the credit card issuer or network, you agree to pay us a service charge and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions.

5. Dishonored Requests for Payments

- a. If your credit card issuer or network does not honor an online payment transaction, then we have the right to reprocess the payments as needed, to charge the amount of any such transaction to your account, and/or to collect the amount from you in some other way.
- b. If your credit card issuer or network does not honor an online payment transaction, we may terminate any or all Service, and we may cancel your right to participate in the online payment program.

6. Confirmation of Payment

- a. By clicking "Submit," you are consenting to receive a one-time confirmation of this payment electronically to the email address you have provided to us.
- b. If you set up automatic payments, then you are consenting to receive a one-time confirmation of each payment electronically to the email address you have provided to us.

7. Technical Requirements for Electronic Communications

- a. In order to make credit card payments online or receive Electronic Communications, you must have access to a personal computer with a 128 bit JavaScript enabled browser, internet access and a valid email account supported by software that enables you to receive Electronic Communications. In order to store Electronic Communications on paper, you will need a printer connected to your computer.. You also may store them in your offline files or in an electronic storage device. Buckeye Broadband is not required to provide paper copies of any Electronic Communication you have previously authorized.

- b. You agree to provide us, and keep current, a valid email address. If any Electronic Communication is returned to us as undeliverable, you agree that we may (but are not required to) deliver such communication in paper form to the most recent mailing address you have provided for your account.
- c. By authorizing a credit card payment online, or by requesting Electronic Communications, you confirm that your system meets these requirements, that you have the capability to access and download or print electronic disclosures, and that your email address is current and valid.

8. “Electronic Only” Communications

If you have authorized “Electronic Only” communications, then the following additional terms apply:

- a. You understand and agree that Buckeye Broadband may provide you with all Electronic Communications exclusively online.
- b. At your request, we will provide you with paper copies of Communications that we provide you electronically.
- c. You may elect to withdraw your consent to receive Electronic Communications (other than confirmation of online credit card payments) at any time by doing one of the following:
 - i. electronically by accessing <http://www.buckeyebroadband.com> and selecting “View & Pay Your Bill Online. Login as directed, then select eBill, and under “Modify eBill Settings”, select “off.”
 - ii. by writing to us at 2700 Oregon Road, Northwood OH 43619
 - iii. by calling us at 419-724-9800 (419-627.0800 Erie County)
- d. If you give or withdraw consent by writing to us or calling to us, there may be a delay in implementing your request.
- e. You may also contact us to request a paper copy of any Electronic Communication or if you need to update any information relating to a change in your email address so that we can continue to contact you.

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